

INFORMATION TO OFFERORS OR QUOTERS
SECTION A - COVER SHEET

Form Approved
OMB No. 9000-0002
Expires Oct 31, 2004

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person will be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.

1. SOLICITATION NUMBER SP4400-03-R-0012	2. (X one) <table border="1"> <tr> <td><input type="checkbox"/></td> <td>a. INVITATION FOR BID (IFB)</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>b. REQUEST FOR PROPOSAL (RFP)</td> </tr> <tr> <td><input type="checkbox"/></td> <td>c. REQUEST FOR QUOTATION (RFQ)</td> </tr> </table>	<input type="checkbox"/>	a. INVITATION FOR BID (IFB)	<input checked="" type="checkbox"/>	b. REQUEST FOR PROPOSAL (RFP)	<input type="checkbox"/>	c. REQUEST FOR QUOTATION (RFQ)	3. DATE/TIME RESPONSE DUE MARCH 4, 2003
<input type="checkbox"/>	a. INVITATION FOR BID (IFB)							
<input checked="" type="checkbox"/>	b. REQUEST FOR PROPOSAL (RFP)							
<input type="checkbox"/>	c. REQUEST FOR QUOTATION (RFQ)							

INSTRUCTIONS

NOTE: The provision entitled "Required Central Contractor Registration" applies to most solicitations.

1. If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7.
2. Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.
3. Offerors or quoters must plainly mark their responses with the Solicitation Number and the date and local time for bid opening or receipt of proposals that is in the solicitation document.
4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submissions, Modifications, and Withdrawals of Bids" or "Instructions to Offerors - Competitive Acquisition".

4. ISSUING OFFICE <i>(Complete mailing address, including ZIP Code)</i> Defense Reutilization and Marketing Service Federal Center, DRMS-PHW 74 N. Washington Avenue Battle Creek, MI 49017-3092	5. ITEMS TO BE PURCHASED <i>(Brief description)</i> Non-personal services for packaging, removal, transportation, and disposal/recycling of hazardous waste at DRMOs Dyess, Hood, Sheppard and surrounding locations.
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6. PROCUREMENT INFORMATION <i>(X and complete as applicable)</i>	
<input type="checkbox"/>	a. THIS PROCUREMENT IS UNRESTRICTED
<input checked="" type="checkbox"/>	b. THIS PROCUREMENT IS <u>100</u> % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: _____
<input type="checkbox"/>	c. THIS PROCUREMENT IS _____ % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS: _____
<input type="checkbox"/>	d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.

7. ADDITIONAL INFORMATION The Government plans to make a single award only. Offerors are referred to provision L.64, Instructions to offerors, Competitive Acquisition.
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8. POINT OF CONTACT FOR INFORMATION	
a. NAME <i>(Last, First, Middle Initial)</i> SMALLEY, KATHY J.	b. ADDRESS <i>(Include Zip Code)</i> Defense Reutilization and Marketing Service Federal Center, DRMS-PHW 74 N. Washington Avenue Battle Creek, MI 49017-3092
c. TELEPHONE NUMBER <i>(Include Area Code and Extension)</i> 269-961-4073	d. E-MAIL ADDRESS Kathy.Smalley@mail.drms.dla.mil

9. REASONS FOR NO RESPONSE <i>(X all that apply)</i>	
<input type="checkbox"/> a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/> b. UNABLE TO IDENTIFY THE ITEM(S)	<input type="checkbox"/> e. OTHER <i>(Specify)</i>
<input type="checkbox"/> c. CANNOT MEET DELIVERY REQUIREMENT	

10. MAILING LIST INFORMATION <i>(X one)</i>	
WE <input type="checkbox"/> DO <input type="checkbox"/> DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.	
11a. COMPANY NAME	b. ADDRESS <i>(Include Zip Code)</i>
c. ACTION OFFICER	
(1) TYPED OR PRINTED NAME <i>(Last, First, Middle Initial)</i>	(2) TITLE
(3) SIGNATURE	(4) DATE SIGNED <i>(YYYYMMDD)</i>

FOLD

FOLD

FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER SP4400-03-R-0012	
DATE (YYYYMMDD) 20030304	LOCAL TIME 4:30 pm

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF 1 60 PAGES	
2. CONTRACT NO.		3. SOLICITATION NO. SP4400-03-R-0012		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 31JAN2003	
7. ISSUED BY Defense Reutilization and Marketing Service Federal Center, DRMS-PHW 74 N. Washington, Battle Creek, MI 49017-3092				8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Federal Center 2C-1-1 until 4:30 PM local time Mar 4, 2003
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-10.
All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:		A. NAME Kathy Smalley	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (269)961-4073
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10. CALENDAR DAYS	20. CALENDAR DAYS	30. CALENDAR DAYS	CALENDAR DAYS
		%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Includε area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	
				18. OFFER DATE	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:					
<input type="checkbox"/> 10 U.S.C. 2304(c) ()		<input type="checkbox"/> 10 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY	
				CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA	
				(Signature of Contracting Officer)	
				28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

CLAUSES INCORPORATED BY REFERENCE FAR 52.252-2 (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.dla.mil/j-3/j-336/icps.htm>, <http://farsite.hill.af.mil/> or <http://www.arnet.gov/far/> or for DRMS Local Clauses <http://www.drms.dla.mil/drmsp/clauses/drmscls0902.pdf>

B.0 SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**B.1 SERVICES DRMS 52.217-9R05 (MAR 1993) *PART 17 OF DRMS CLAUSES*****B.2 BASIC AND OPTION PERIOD PRICING DRMS 52.217-9R06 (MAR 1993) *PART 17 OF DRMS CLAUSES*****B.4 BASIC AND OPTION PERIOD UNIT PRICING DRMS 52.217-9R07 (JAN 2000) *PART 17 OF DRMS CLAUSES*****B.5 CONTRACT MINIMUM/MAXIMUM DRMS 52.217-9R08 (JUL 2001) *PART 17 OF DRMS CLAUSES***

This is a firm-fixed price indefinite quantity contract. The minimum for the base period, each of the priced options and any extension of either of those periods as allowed under clause F.10 shall be _____% of the total estimated price of the period being extended. The maximum for the base, each of the priced options and any extension of either of those periods allowed under clause F.10 shall be _____% of the total estimated price of the period being extended.

PICK-UP LOCATIONS

Contractor is required to make pick ups in and around the grounds of the following Defense Reutilization and Marketing Offices (DRMOs) and Generator sites:

<u>LOCATION</u>	<u>POINT OF CONTACT/TELEPHONE</u>
DRMO Hood Ft. Hood Killeen, TX	Duane Allen; Janice Jeter (254) 287-6039
III Corp and Ft. Hood Ft. Hood, TX EPA ID# TX8214020424	"
ATCOM Project OLR 1202-A Rio Blvd Killeen, TX 76543 EPA ID# TX7210099811	"
Lockheed Martin 4601 Swanner Court Killeen, TX 76543 EPA ID# TXD987990678	"

Texas Army National Guard (TXARNG)/Aviation Units:

MATES Gatesville, TX	"
CLIX N. Ft. Hood Gatesville, TX	"
MAIT North Ft. Hood Gatesville, TX	"
MAIT (ALT) Austin, TX	"
Camp Mabry 2200 West 35 th Street Austin, TX	"
PPMS Austin, TX	"
CSMS #2 Austin, TX	"
OMS #3 Austin, TX	"
OMS #4 Austin, TX	"

OMS #5 Austin, TX	"
OMS #8* Dallas, TX	"
OMS #9* Dallas, TX	"
OMS #10* Dallas, TX	"
OMS #16* Grand Prairie, TX	"
OMS #24* Palestine, TX	"
OMS #30 Temple, TX	"
OMS #31* Terrell, TX	"
OMS #33* Waco, TX	"
OMS #35* Corsicana	"

USARC Sites:

USARC Dallas #3* Carrollton, TX	"
USARC Jules E. Muchert* Dallas, TX	"
USARC Dallas #4* Dallas, TX	"
USARC William Herzog Memorial* 4900 South Lancaster Road Dallas, TX	"
USARC RTS-MT Ft. Hood, TX	"
USARC ASF #13* Grand Prairie, TX	"
USARC Longview* Longview, TX	"

Marshall USARC*	"
1209 Pinecrest Drive E	
Marshall, TX	
 Haney-Hayden USARC*	"
612 E. Davis St.	
Mesquite, TX	
 Boyle Memorial USARC*	"
1355 SE 24 th St.	
Paris, TX	
 Seagoville, USARC/AMSA #5*	"
701 N. Simonos Road	
Seagoville, TX	
 USARC Tyler*	"
Tyler, TX	
 USARC ECS #64*	"
6401 Imperial Drive	
Waco, TX	
 USARC Waco*	"
2000 N. New Road	
Waco, TX	
 Lockheed Martin/Vought Systems*	"
Dallas, TX	
 Naval Air Station*	"
(Grand Prairie)	
Dallas, TX	
 Dallas Army Aviation	"
Support Facility (DAASF)*	
Dallas Naval Air Station	
1009 Lakecrest Dr	
Grand Prairie, TX	
 USARC Watts-Guillot Memo*	"
Texarkana, TX	
 Defense National Stockpile Center*	"
501 Felix St, Bldg 8	
Fort Worth, TX	

PICK-UP LOCATIONS

<u>LOCATION</u>	<u>POINT OF CONTACT/TELEPHONE</u>
DRMO Dyess 358 Ammo Road Dyess AFB, TX 79607-6100	Rex Hooten (915) 696-2224
7 CES/CEV Dyess AFB, TX 79607	"
17 CES/CEVR Goodfellow AFB, TX 76909-4122	"
Army Reserves Abilene, TX 79602	"
TXARNG UTES #6 Abilene, TX 79603	"
UTES #4* Brownwood, TX	"
OMS #14* Fort Worth, TX	"
OMS #15* Fort Worth, TX	"
USARC FEMA* Denton, TX	"
USARC Maj K.N. Van Zandt Memorial* Ft. Worth, TX	"
USARC Fort Worth #2* Fort Worth, TX	"
USARC Midland* 2414 Windecker, PO Box 50197 Midland, TX 78711-0197	"
UTES #2* Mineral Wells, TX	"
Combined Support Maintenance* Shop #1 Saginaw, TX	"
Texas Army National Guard* Saginaw, TX	"
Texas Army National Guard* Fort Worth, TX	"

LOCATION**POINT OF CONTACT/TELEPHONE**

DRMO Sheppard
Wichita Falls, TX

Neal Cox (580) 442-4150
Lisa Gray (405) 739-7883
Danny Blott, Darren Breaux;
(405) 739-7033

Sheppard AFB
Wichita Falls, TX

"

National Guard Armory
Wichita Falls, TX

"

OMS #34
Wichita Falls, TX

"

USARC
Wichita Falls, TX

"

NOTE: The asterisk (*) indicates a remote generator for the purposes of Clause C.70 of this contract.

North Texas
18 Month Base

6300 – 6599 SPECIAL REQUIREMENTS					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
6320	Provide and prepare Lab Packs, consisting of small quantity chemical items (85 gl) [see C.52]	5	ea		
6321	Provide and prepare Lab Packs, consisting of small quantity chemical items (55 gl) [see C.52]	5	ea		
6322	Provide and prepare Lab Packs, consisting of small quantity chemical items (20-30 gl) [see C.52]	10	ea		
6323	Provide and prepare Lab Packs, consisting of small quantity chemical items (5-15 gl) [see C.52]	10	ea		
6330	Expedited removal – 15 days [see C.51]	5	ea		
6331	Expedited removal – 10 days [see C.51]	5	ea		
6333	Expedited removal – 05 days [see C.51]	5	ea		
6335	Expedited removal – 01 days [see C.51]	5	ea		
6341	Expedited performance – 10 days [see C.51]	5	ea		
6352	Tank Cleaning/Services - (Oil/Water Separator) Mobilization Cost [see C.46]	1	ea		
6360	Personnel for cleaning/servicing of tanks, totes. Oil/Water Separators - Team Leader [see C.46]	24	hr		
6361	Personnel for cleaning/servicing of tanks, totes. Oil/Water Separators - Technician [see C.46]	24	hr		
6372	Provide storage container (20cy) [see C.50]	5	ea		
6376	Provide replacement storage container [see C.50]	5	ea		
6382	Rental – storage containers (20cy) [see C.50]	5	ea		
6388BB	Transportation charge (non-routine pick-up at remote generator site)	1	ea		
6400	Perform appropriate analysis to properly identify unknown hazardous property and complete waste profile form [see C.49 and C.47]	5	ea		
6400AA	Prepare Waste Profile Form [see C.48]	5	ea		
6401	Perform Hazardous Waste Characteristic Analysis to determine ignitability (D001), corrosivity (D002), reactivity (D003)	5	ea		
6402	Perform total TCLP analysis (D004-D043)	5	ea		
6403	Perform TCLP Metals analysis to determine 8 TCLP metals (D004-D011)	5	ea		
6405	Perform TCLP analysis to determine volatile and semi-volatile organics (D018-D043)	5	ea		

6406	Perform F-series solvent analysis to determine EPA waste codes F001-F005	5	ea		
6408	Perform Total Organic Halogen analysis	5	ea		
6409	Perform Total Petroleum Hydrocarbons (TPH) analysis	5	ea		
6411	Perform Volatile Organics analysis (EPA Method 8240)	5	ea		
6424	Perform Polychlorinated Biphenyl (PCB) analysis	5	ea		
6500MM	Surcharge for disposal of high level mercury [see C.43]	30	lb		
6507PT	Perform management services, overtime/weekend rate [see C.78]	300	hr		
6507WH	Perform Management Services, provide operational support at waste storage units. [see C.74]	3,100	hr		
6507WR	Perform Management Services, provide recycling support at the DPW Classification Unit, Ft Hood [see C.77]	3,100	hr		
6507WS	Perform Management Services, provide operational support at bioremediation facility. [see C.75]	3,100	hr		
6507WT	Perform Management Services, provide operational support at bioremediation facility [see C.76]	3,100	hr		
6508	Management Services, clean and resurface floor [see C.77]	1	jb		
7000-7200 POLYCHLORINATED BIPHENYLS (PCBs) [40 CFR 761]					
ITEM	SUPPLIES/SERVICES	EST QTY	UNIT	UNIT PRICE	AMOUNT
7000	Items (other than transformers and capacitors) > 500 ppm PCBs	10,000	lb		
7002	Items (other than transformers and capacitors) 50-499 ppm PCBs	10,000	lb		
7004	Items (other than transformers and capacitors) < 50 ppm PCBs	8,000	lb		
7006	PCB contaminated electrical equipment 50-499 ppm PCBs	6,400	lb		
7007	Transformers > 500 ppm PCBs	2,000	lb		
7010	Transformers 50-499 ppm PCBs	2,000	lb		
7012	Transformers < 50 ppm PCBs	2,000	lb		
7014	Small capacitors > 500 ppm PCBs	100	lb		
7015	Large capacitors > 500 ppm PCBs	100	lb		
7023	Large capacitors < 500 ppm PCBs	100	lb		
7028	Debris (example: rags, cans, drums, wood, etc.) any PCB concentration	100	lb		
7030	Liquid > 500 ppm PCBs	100	lb		
7032	Liquid < 500 ppm PCBs	500	lb		
7033	Liquid and/or solid mixtures with PCBs < 50 ppm, may be contaminated with (but not limited to) solvents, oils, water	100	lb		

7035	Liquid and/or solid mixtures with PCBs > 500 ppm, may be contaminated with (but not limited to) solvents, oils, water	100	lb		
9100-9199 IGNITABLE WASTES [40CFR261.21] D001					
ITEM	SUPPLIES/SERVICES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9101	Small containers [see C.36]	10,000	lb		
9102	Containerized liquids/multi-phase	15,000	lb		
9102CD	Containerized liquids/multi-phase, Chemical Defense Equipment (CDE) Kits [see C.69]	10,000	lb		
9104	Containerized solids	5,000	lb		
9104UW	Paint and Paint Related Universal Waste/solids	3,000	lb		
9105	Aerosols	1,500	lb		
9200-9299 CORROSIVE WASTES [40 CFR 261.22] D002					
ITEM	SUPPLIES/SERVICES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9201	Small containers [see C.36]	5,000	lb		
9202	Containerized liquids/multi-Phase	5,000	lb		
9204	Containerized solids	800	lb		
9204AB	Containerized solids, Alkaline batteries [see C.62]	2,300	lb		
9204LA	Containerized solids, Lead acid batteries, wet [see C.56]	1,000	lb		
9204MB	Containerized solids, Mercury batteries [see C.54]	3,000	lb		
9204MM	Containerized solids, high level mercury/mercury compounds (greater than 260ppm mercury)	100	lb		
9204NC	Containerized solids, Nickel cadmium batteries (wet) [see C.57]	1,000	lb		
9300-9399 REACTIVE WASTES [40 CFR 261.23] D003					
ITEM	SUPPLIES/SERVICES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9301	Small containers [see C.36]	300	lb		
9304	Containerized solids	100	lb		
9304LL	Containerized solids, Lithium batteries [see C.67]	3,000	lb		
9400-9499 TOXICITY CHARACTERISTIC WASTES [40 CFR 261.24] D004-43					
ITEM	SUPPLIES/SERVICES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9401	Small containers [see C.36]	15,000	lb		
9402	Containerized liquids/multi Phase	10,000	lb		
9404	Containerized solids	20,000	lb		
9404FL	Containerized solids, fluorescent lights (whole with mercury or crushed with mercury filters) see C.58]	25,000	lb		
9404LA	Lead acid batteries (dry) [see C.56]	1,000	lb		
9404MB	Containerized solids, Mercury batteries [see C.54]	500	lb		
9404MG	Containerized solids, Magnesium batteries [see C.63]	1,000	lb		
9404MM	Containerized solids, high level mercury/mercury compounds (greater than 260ppm mercury)	500	lb		

9404NC	Containerized solids, Nickel cadmium batteries (dry) [see C.57]	10,000	lb		
9405	Aerosols	1,000	lb		
9406	Bulk liquids (pumpable) [see C.35]	65,000	lb		
9500-9529 SPENT SOLVENT WASTES [40 CFR 261.31] F001-5					
ITEM	SUPPLIES/SERVICES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9502	Containerized liquids/multi-Phase	15,000	lb		
9504	Containerized solids	500	lb		
9530-9559 ELECTROPLATING RELATED WASTES [40 CFR 261.31] F006-12, 19					
ITEM	SUPPLIES/SERVICES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9534	Containerized solids	3,000	lb		
9536	Bulk liquids (pumpable) [see C.35]	1,000	lb		
9700-9749 ACUTELY HAZARDOUS WASTES [40 CFR 261.33] P – LISTED					
ITEM	SUPPLIES/SERVICES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9701	Small containers [see C.36]	100	lb		
9702	Containerized liquids/multi-phase	100	lb		
9704	Containerized solids	100	lb		
9750-9769 TOXIC WASTES [40 CFR 261.33] U – LISTED					
ITEM	SUPPLIES/SERVICES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9751	Small containers [see C.36]	200	lb		
9752	Containerized liquids/multi-phase	100	lb		
9754	Containerized solids	500	lb		
9800-9899 STATE REGULATED WASTE					
ITEM	SUPPLIES/SERVICES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9801	Small containers [see C.36]	4,000	lb		
9802	Containerized liquids/multi-phase	1,000	lb		
9804	Containerized solids	40,000	lb		
9804AS	Asbestos	10,000	lb		
9804FL	Containerized solids, Fluorescent light tubes [see C.58]	6,000	lb		
9805	Aerosols	100	lb		
9807	Bulk solids [see C.69]	25,000	lb		
9900-9999 NON RCRA, NON STATE REGULATED WASTES					
ITEM	SUPPLIES/SERVICES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9901	Small containers [see C.36]	4,000	lb		
9901LP	Small containers, latex paint [see C.59]	500	lb		
9902	Containerized liquids/multi-phase	5,000	lb		
9902AF	Anti-freeze for recycling [see C.55]	1,000	lb		
9902LP	Containerized liquids/multi-phase, latex paint [see C.59]	15,000	lb		
9904	Containerized solids	5,000	lb		
9904FL	Containerized solids, Fluorescent light tubes [see C.58]	3,000	lb		
9907EC	Empty containers	1,000	lb		

North Texas - total estimated price (18 month base period)_____

North Texas
18 Month Option

6300 – 6599 SPECIAL REQUIREMENTS					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
6320	Provide and prepare Lab Packs, consisting of small quantity chemical items (85 gl) [see C.52]	5	ea		
6321	Provide and prepare Lab Packs, consisting of small quantity chemical items (55 gl) [see C.52]	5	ea		
6322	Provide and prepare Lab Packs, consisting of small quantity chemical items (20-30 gl) [see C.52]	10	ea		
6323	Provide and prepare Lab Packs, consisting of small quantity chemical items (5-15 gl) [see C.52]	10	ea		
6330	Expedited removal – 15 days [see C.51]	5	ea		
6331	Expedited removal – 10 days [see C.51]	5	ea		
6333	Expedited removal – 05 days [see C.51]	5	ea		
6335	Expedited removal – 01 days [see C.51]	5	ea		
6341	Expedited performance – 10 days [see C.51]	5	ea		
6352	Tank Cleaning/Services - (Oil/Water Separator) Mobilization Cost [see C.46]	1	ea		
6360	Personnel for cleaning/servicing of tanks, totes. Oil/Water Separators - Team Leader [see C.46]	24	hr		
6361	Personnel for cleaning/servicing of tanks, totes. Oil/Water Separators - Technician [see C.46]	24	hr		
6372	Provide storage container (20cy) [see C.50]	5	ea		
6376	Provide replacement storage container [see C.50]	5	ea		
6382	Rental – storage containers (20cy) [see C.50]	5	ea		
6388BB	Transportation charge (non-routine pick-up at remote genetator site)	1	ea		
6400	Perform appropriate analysis to properly identify unknown hazardous property and complete waste profile form [see C.49 and C.47]	5	ea		
6400AA	Prepare Waste Profile Form [see C.48]	5	ea		
6401	Perform Hazardous Waste Characteristic Analysis to determine ignitability (D001), corrosivity (D002), reactivity (D003)	5	ea		
6402	Perform total TCLP analysis (D004-D043)	5	ea		
6403	Perform TCLP Metals analysis to determine 8 TCLP metals (D004-D011)	5	ea		
6405	Perform TCLP analysis to determine volatile and semi-volatile organics (D018-D043)	5	ea		

6406	Perform F-series solvent analysis to determine EPA waste codes F001-F005	5	ea		
6408	Perform Total Organic Halogen analysis	5	ea		
6409	Perform Total Petroleum Hydrocarbons (TPH) analysis	5	ea		
6411	Perform Volatile Organics analysis (EPA Method 8240)	5	ea		
6424	Perform Polychlorinated Biphenyl (PCB) analysis	5	ea		
6500MM	Surcharge for disposal of high level mercury [see C.43]	30	lb		
6507PT	Perform Management services, overtime/weekend rate [see C.78]	300	hr		
6507WH	Perform Management Services, provide operational support at waste storage units. [see C.74]	3,100	hr		
6507WR	Perform Management Services, provide recycling support at the DPW Classification Unit, Ft Hood [see C.77]	3,100	hr		
6507WS	Perform Management Services, provide operational support at bioremediation facility. [see C.75]	3,100	hr		
6507WT	Perform Management Services, provide operational support at bioremediation facility [see C.76]	3,100	hr		
6508	Management services, clean and resurface floor [see C.77]	1	jb		
7000-7200 POLYCHLORINATED BIPHENYLS (PCBs) [40 CFR 761]					
ITEM	SUPPLIES/SERVICES	EST QTY	UNIT	UNIT PRICE	AMOUNT
7000	Items (other than transformers and capacitors) > 500 ppm PCBs	10,000	lb		
7002	Items (other than transformers and capacitors) 50-499 ppm PCBs	10,000	lb		
7004	Items (other than transformers and capacitors) < 50 ppm PCBs	8,000	lb		
7006	PCB contaminated electrical equipment 50-499 ppm PCBs	6,400	lb		
7007	Transformers > 500 ppm PCBs	2,000	lb		
7010	Transformers 50-499 ppm PCBs	2,000	lb		
7012	Transformers < 50 ppm PCBs	2,000	lb		
7014	Small capacitors > 500 ppm PCBs	100	lb		
7015	Large capacitors > 500 ppm PCBs	100	lb		
7023	Large capacitors < 500 ppm PCBs	100	lb		
7028	Debris (example: rags, cans, drums, wood, etc.) any PCB concentration	100	lb		
7030	Liquid > 500 ppm PCBs	100	lb		
7032	Liquid < 500 ppm PCBs	500	lb		
7033	Liquid and/or solid mixtures with PCBs < 50 ppm, may be contaminated with (but not limited to) solvents, oils, water	100	lb		

7035	Liquid and/or solid mixtures with PCBs > 500 ppm, may be contaminated with (but not limited to) solvents, oils, water	100	lb		
9100-9199 IGNITABLE WASTES [40CFR261.21] D001					
ITEM	SUPPLIES/SERVICES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9101	Small containers [see C.36]	10,000	lb		
9102	Containerized liquids/multi-phase	15,000	lb		
9102CD	Containerized liquids/multi-phase, Chemical Defense Equipment (CDE) Kits [see C.69]	10,000	lb		
9104	Containerized solids	5,000	lb		
9104UW	Paint and Paint Related Universal Waste/solids	3,000	lb		
9105	Aerosols	1,500	lb		
9200-9299 CORROSIVE WASTES [40 CFR 261.22] D002					
ITEM	SUPPLIES/SERVICES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9201	Small containers [see C.36]	5,000	lb		
9202	Containerized liquids/multi-Phase	5,000	lb		
9204	Containerized solids	800	lb		
9204AB	Containerized solids, Alkaline batteries [see C.62]	2,300	lb		
9204LA	Containerized solids, Lead acid batteries, wet [see C56]	1,000	lb		
9204MB	Containerized solids, Mercury batteries [see C.54]	3,000	lb		
9204MM	Containerized solids, high level mercury/mercury compounds (greater than 260ppm mercury)	100	lb		
9204NC	Containerized solids, Nickel cadmium batteries (wet) [see C.57]	1,000	lb		
9300-9399 REACTIVE WASTES [40 CFR 261.23] D003					
ITEM	SUPPLIES/SERVICES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9301	Small containers [see C.36]	300	lb		
9304	Containerized solids	100	lb		
9304LL	Containerized solids, Lithium batteries [see C.67]	3,000	lb		
9400-9499 TOXICITY CHARACTERISTIC WASTES [40 CFR 261.23] D003					
ITEM	SUPPLIES/SERVICES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9401	Small containers [see C.36]	15,000	lb		
9402	Containerized liquids/multi Phase	10,000	lb		
9404	Containerized solids	20,000	lb		
9404FL	Containerized solids, fluorescent lights (whole with mercury or crushed with mercury filters) see C.58]	25,000	lb		
9404LA	Lead acid batteries (dry) [see C.56]	1,000	lb		
9404MB	Containerized solids, Mercury batteries [see C.54]	500	lb		
9404MG	Containerized solids, Magnesium batteries [see C.63]	1,000	lb		
9404MM	Containerized solids, high level mercury/mercury compounds (greater than 260ppm mercury)	500	lb		

9404NC	Containerized solids, Nickel cadmium batteries (dry) [see C.57]	10,000	lb		
9405	Aerosols	1,000	lb		
9406	Bulk liquids (pumpable) [see C.35]	65,000	lb		
9500-9529 SPENT SOLVENT WASTES [40 CFR 261.31] F001-5					
ITEM	SUPPLIES/SERVICES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9502	Containerized liquids/multi-Phase	15,000	lb		
9504	Containerized solids	500	lb		
9530-9559 ELECTROPLATING RELATED WASTES [40 CFR 261.31] F006-12, 19					
ITEM	SUPPLIES/SERVICES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9534	Containerized solids	3,000	lb		
9536	Bulk liquids (pumpable) [see C.35]	1,000	lb		
9700-9749 ACUTELY HAZARDOUS WASTES [40 CFR 261.33] P – LISTED					
ITEM	SUPPLIES/SERVICES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9701	Small containers [see C.36]	100	lb		
9702	Containerized liquids/multi-phase	100	lb		
9704	Containerized solids	100	lb		
9750-9769 TOXIC WASTES [40 CFR 261.33] U – LISTED					
ITEM	SUPPLIES/SERVICES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9751	Small containers [see C.36]	200	lb		
9752	Containerized liquids/multi-phase	100	lb		
9754	Containerized solids	500	lb		
9800-9899 STATE REGULATED WASTE					
ITEM	SUPPLIES/SERVICES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9801	Small containers [see C.36]	4,000	lb		
9802	Containerized liquids/multi-phase	1,000	lb		
9804	Containerized solids	40,000	lb		
9804AS	Asbestos	10,000	lb		
9804FL	Containerized solids, Fluorescent light tubes [see C.58]	6,000	lb		
9805	Aerosols	100	lb		
9807	Bulk solids [see C.69]	25,000	lb		
9900-9999 NON RCRA, NON STATE REGULATED WASTES					
ITEM	SUPPLIES/SERVICES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9901	Small containers [see C.36]	4,000	lb		
9901LP	Small containers, latex paint [see C.59]	500	lb		
9902	Containerized liquids/multi-phase	5,000	lb		
9902AF	Anti-freeze for recycling [see C.55]	1,000	lb		
9902LP	Containerized liquids/multi-phase, latex paint [see C.59]	15,000	lb		
9904	Containerized solids	5,000	lb		
9904FL	Containerized solids, Fluorescent light tubes [see C.58]	3,000	lb		
9907EC	Empty containers	1,000	lb		

North Texas – total estimated price (18 month option period)_____

C.3 STATEMENT OF WORK

a. The Government agrees that all hazardous property placed on task order on this contract will be accompanied by documentation and markings that comply with all applicable Federal, state, and local laws and regulations relating to the generation and storage of hazardous property.

b. The Contractor agrees to provide all services necessary for the final treatment/disposal of the hazardous property listed in the schedule in accordance with all local, state, and Federal laws and regulations, and the terms and conditions of this contract. These services shall include all necessary personnel, labor, transportation, packaging, equipment, and the compilation and submission of all documentation required by clause G.11. CLINs 9100 through 9899, regardless of their condition, are being discarded by the Government and are considered to be hazardous waste. CLINs 9900 through 9999, are not considered to be Federal or state regulated hazardous waste.

c. Any shipments outside the United States must comply with all international agreements and all applicable foreign laws. If the contractor will be exporting directly from the DoD activity, the Contractor is required to provide a current copy of the Acknowledgment(s) of Consent to the COR with the shipping documentation in accordance with C.15. The Contractor may not ship waste outside of the United States to circumvent EPA land disposal restrictions as cited in 40 CFR 268.

C.4 DISPOSAL OF POLYCHLORINATED BIPHENYLS (PCB), PCB CONTAMINATED AND NON-PCB MATERIAL (4/9/02)

The contractor agrees to provide all services necessary for the disposal of PCB, PCB contaminated and non-PCB material listed in the schedule. These services shall include all necessary personnel, labor, transportation, packaging, and the compilation and submission of all documentation required by G.11. All PCB, PCB contaminated and non-PCB material under this contract shall be transported and disposed of within the continental United States (except for such outside transportation and disposal as would be required for all pickup sites located outside the continental United States). All PCB, PCB contaminated and non-PCB material shall be disposed of in accordance with EPA guidelines in 40 CFR Part 761 entitled "Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions." However, for purposes of this contract, all PCB, PCB contaminated and non-PCB material will be disposed of in accordance with paragraphs (b) and (c) below. The contractor is cautioned that he is solely responsible to ascertain the extent to which 40 CFR Part 761 affects the operations resulting from this solicitation and to comply therewith.

(a) PCB retrogrades will not be offered on this contract.

(b) DISPOSAL METHODS: The contractor shall dispose of all items in a manner which is in conformity with 40 CFR 761.60 and its referenced parts, except for those methods in

said regulation which would result in use, reuse or recycling of the contract property and items requiring demilitarization by burial, as discussed below. The only method approved which will allow for use, reuse or recycling is identified in paragraph (c) below. Methods of disposal and disposal facilities shall be approved by EPA and other government agencies. The contractor shall provide a complete audit trail of those CLINs being recycled or disposed of. The contractor is to provide a complete list of facilities performing detoxification and disposal, as well as those facilities receiving the recycled materials/metals. Letters of Agreement must indicate the recipient of the recycled materials has a total knowledge of the material being accepted, i.e., the material has been recycled for PCB laden items, articles, transformers, capacitors, etc.. All rinsate (from containers) is to be collected, detoxified, incinerated or landfilled. Containers which cannot be recycled are to be triple rinsed and either landfilled or incinerated in a facility approved for PCB disposal.

Facilities approved by the EPA to distill/detoxify, requires the contractor to document this fact and obtain DRMS approval prior to the initiation of either of these processes.

Certificates of Disposal/Destruction for PCB bearing property shall be provided to the activity as listed in BLOCK 3 of the Hazardous Waste Manifest from the prime contractor, within 30 days from date of PCB destruction. The prime contractor shall return Certificates of Disposal/Destruction for all items listed on the original manifest, this includes items sent to subcontractors for destruction and/or recycling (see below). This is in addition to the requirements of G.11.

(c) ALTERNATE DISPOSAL METHOD:

(1) "Total Destruction" may be utilized for the disposal of all PCB materials when the disposal facility has the necessary local, state, and Federal environmental licenses and is an environmentally responsible and permitted recovery center.

(2) Contractors choosing to dispose of all materials by "total destruction" shall:

(i) Dismantle all transformers and items for separation into components.

(ii) Incinerate all liquids and all non-metallic solids in accordance with 40 CFR 761.70.

(iii) Complete secondary cleaning of all metals for removal of PCBs prior to smelting for recycling.

(d) Defense Reutilization and Marketing Service (DRMS) reserves the right to inspect facility processes for the alternate disposal method prior to their approval.

(e) CERTIFICATE OF RECYCLING

For items that are recycled, either by ordered CLIN or by choice of the contractor, a Certificate of Recycling will be issued to the agency listed in BLOCK THREE of the Hazardous Waste Manifest, as well as accompany the invoice for payment. Certificates of Recycling will list the entire audit trail of the material being recycled. This will include the facility receiving the detoxified liquids (mineral oil), and /or the facility receiving any metals, or other matter derived from the breakdown of any CLINs.

(f) CERTIFICATE OF DISPOSAL

A Certificate of Disposal must accompany the documentation stated in G.11 listing all disposal methods, which will include the method(s) of disposal and destruction, e.g., T07 (Incineration), D80 (Landfill). Should any recycled CLINs require its by-product to either be incinerated or landfilled, a Certificate of Disposal must accompany the Certificate of Recycling. For example; if 10,000 gallons of PCB liquid is dechlorinated, and 10 pounds of residue remains as a product, a Certificate of Recycling will be issued for the liquid, and a Certificate of Disposal for the 10 pounds of product residue.

C.5 DEPARTMENT OF TRANSPORTATION REQUIREMENTS

The Contractor will comply with, and ensure that all applicable subcontractors comply with, all requirements of United States Department of Transportation (DoT) regulations, 49 CFR Parts 100-199, regarding waste transportation under this contract. Complete compliance with these regulations shall include, but not be limited to, ensuring that emergency response information is carried on transport vehicles and maintained at facilities where hazardous materials are received, stored, or handled during transportation. Shipping papers will contain an emergency response telephone number supplied by the disposal contractor which is monitored 24 hours a day in order to provide immediate, detailed emergency response information to personnel reacting to emergencies. Technical names will be included in the descriptions of materials reflected on shipping papers by "not otherwise specified" (n.o.s.) descriptions. Definitions of the terms used in this clause are those used in 49 CFR 100-199.

C.6 SPILL RESPONSIBILITY

a. The Contractor is solely responsible for any and all spills or leaks during the performance of this contract which occur as a result of or are contributed to by the actions of its agents, employees, or subcontractors. The contractor agrees to clean up such spills or leaks to the satisfaction of the Government and in a manner that complies with applicable Federal, state, and local laws and regulations. The clean up shall be at no cost to the Government.

b. The Contractor shall report all such spills or leaks, regardless of their quantity, to the Contracting Officer (CO) immediately upon discovery. A written follow-up report shall be submitted to the contracting officer not later than 24 hours after the initial telephonic report. The written report shall be in narrative form and as a minimum include the following:

- (1) Description of item spilled (including identity, quantity, manifest no., etc).
- (2) Whether amount spilled is EPA/state reportable, and if so whether it was reported.
- (3) Exact time and location of spill including a description of the area involved.
- (4) Containment procedures initiated.
- (5) Summary of any communications contractor has with press or Government officials other than contracting officer.
- (6) Description of clean-up procedures employed or to be employed at the site including disposal location of spill residue.

C.7 SAFETY

The Contractor must perform all operations in a prudent, conscientious, safe and professional manner. At a minimum, contractor's personnel and equipment shall comply with applicable Federal, state, local and installation laws, safety regulations and procedures, and contractor will ensure that its agents, employees, and subcontractors perform in a safe manner. The Contractor shall ensure that all personnel involved in handling and packaging the hazardous waste be trained for the level of expertise required for the proper performance of the task and, in particular, in the areas of chemical incompatibility, general first aid procedures, and spills. Handling and personnel protective equipment shall be provided by the contractor and must be appropriate to ensure safe handling of the hazardous waste. When operating within an EPA or state permitted DoD Hazardous Waste (HW) storage facility, the Contractor is required to use forklifts with specifications that meet the applicable permit requirements. When operating at a non-permitted DoD HW storage facility, the Contractors are required to use only DY, EE, or EX rated forklifts to traverse through or within fifty (50) feet of flammable property as defined by OSHA. The Contractor agrees that his personnel and equipment are subject to safety inspections by Government personnel while on Federal property.

C.9 NOTIFICATIONS

Except as may otherwise be specified herein, the contractor shall notify the Contracting Officer's Representative (COR) for each location, at least five (5) business days BEFORE attempting site visits, analysis or pickups.

CLINs 6330, and 6331: For all expedited removals under CLINs 6330, and 6331, two (2) calendar day notification is required BEFORE attempting site visits, analysis or pick ups.

CLIN 6333: For all expedited removals under CLIN 6333, one (1) calendar day notification is required BEFORE attempting site visits, analysis or pick ups.

CLIN 6335: For all expedited removals under CLIN 6335, notification shall be made IMMEDIATELY proceeding site visits, analysis or pick ups.

CLIN 6341: For all expedited performance under CLIN 6341, two (2) calendar day notification is required BEFORE starting performance of special service CLINs.

C.10 PERMITS

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, notifications, or reports which result from a contractor's transportation, recycling, or disposal decision, so that the licenses, permits, etc. comply with any applicable international, Federal, state and local laws, codes, and regulations in connection with the performance of the work. This includes acquiring any required permits or registration necessary to operate on any installation listed in this contract and completing the Notification of Regulated Waste Activity form for the generator(s) of hazardous waste to sign and file with the applicable state regulators for waste disposal.

C.13 DEFINITION OF FINAL TREATMENT/DISPOSAL/RECYCLING

a. For CLINs 9100 through 9899, final treatment means treatment by a RCRA handling method specified in 40 CFR Parts 264/265, appendix 1, table 2, paragraph 2. Final disposal means disposal of a waste by a RCRA handling method specified in 40 CFR, parts 264/265, appendix 1, table 2, paragraph 3.

(1) The following does not constitute final treatment/disposal:

(a) Declaring RCRA/state regulated hazardous waste CLINs as RCRA-exempt as a result of management practices specified in 40 CFR 266 and 279;

(b) Interim treatment of the waste such that the waste still meets the definition of a hazardous waste as defined in 40 CFR 261 et. seq.

(2) All facilities used for interim treatment, final treatment or final disposal of items on this contract shall have as a minimum, an EPA/state approved interim status permit showing EPA hazardous waste numbers described in 40 CFR 261, subparts C and D, for each waste the facility is permitted to handle. An audit trail must be provided for all RCRA/State regulated hazardous waste until treatment and/or processing renders the wastes non-RCRA or until final disposal is accomplished. Waste handling codes that describe methods of storage do not meet the definition of final treatment nor final disposal under this contract.

b. For CLINs 9900 through 9999, final treatment means processing at a facility that is appropriately licensed/permitted by local and/or state agency to accept the material. Final disposal means processing the waste in a facility that is approved for such by the appropriate regulatory authorities which includes drum reconditioning, medical incineration, waste water treatment facilities, etc. If long-term interment is the selected method of disposal, as a minimum, an EPA/state permitted facility with a textile liner, leachate collection system, and ground water monitoring must be used. An audit trail must be provided for all non-RCRA/non-state regulated **hazardous** waste until final disposal, as defined above, is accomplished.

(1) RCRA treatments, Chemical Fixation (T21) and Encapsulation (T39), when performed on CLINs 9900 through 9999 prior to landfill, are considered final processing/final disposal.

c. Recycling, if required by the Government, is defined in specific clauses located within section C of this contract. However, the contractor may elect to beneficially use, re-use, recycle or reclaim any waste in this contract. The following applies for all waste removed under this contract that is beneficially used, re-used, recycled or reclaimed:

(1) The Contractor is required to use the firms on the Qualified Facility List or Qualified Transporter List, respectively, for any beneficial use, re-use, recycling or reclaiming of wastes. This includes any facility that may receive any waste removed under this contract, or a component thereof, at a stage where it remains a RCRA regulated waste, as defined in 40 CFR 261 et. seq.

(2) An audit trail must be provided to the facility that will beneficially use, re-use, recycle or reclaim the waste, or any component thereof, even if the waste/component can be managed as a hazardous material.

(3) Dilution in the recycling process, to include blending down, of hazardous waste contaminants is prohibited.

(4) Applicable Certificates of Recycling shall be attached to the Manifest Tracking Log, DRMS form 1683, and submitted in accordance with G.11.

d. It is the Contractor's responsibility to ensure that waste is recycled or disposed of in accordance with the timeframes specified in Clause F.3.

C.15 SHIPPING DOCUMENTATION

a. A uniform hazardous waste manifest is required for the removal from Government premises of all CLINs 9100 through 9899 of the bid schedule. Waste designated for disposal/recycling in accordance with 40 CFR 266, 273 or 279 may not require use of a Uniform Hazardous Waste Manifest, only an appropriate shipping paper. All references to manifests in this provision relate to the "appropriate shipping paper". The Contractor shall obtain and prepare all manifests, Hazardous Waste Profile Sheets required for acceptance of waste into a

Qualified Facility, land disposal restriction notifications, and any other shipping documents. The Contractor shall provide the COR with a copy of the completed form(s), for review by the appropriate Government official at least five (5) business days prior to removal. Prior to removal from a site identified as a pickup point in this contract, completed copies of all manifests shall be furnished to the Defense Reutilization and Marketing Office (DRMO) coordinating the waste disposal. Each pickup manifest (i.e., with a Government activity identified as a generator), as well as all other documentation required herein, shall be clearly and distinctly marked with the name of the servicing DRMO in addition to the generators and the contract and task order number, as applicable. If blocks are not provided, this information shall be placed in the upper, right-hand corner of each document.

b. A copy of all manifests, signed by the designated TSDF, shall be furnished directly to the generator whose address appears on the manifest(s) within the timeframes prescribed by 40 CFR 262.42(a)(2), or state equivalent. This manifest shall be furnished within the timeframe prescribed by 40CFR 262.42 or state equivalent, after receipt by the facility. A copy of each manifest, signed by the designated TSDF, shall be furnished by the contractor to the DRMO coordinating the waste disposal. As specified in 40 CFR 262.20(d) or 40 CFR 761.207(h) as applicable, if the contractor is unable to deliver the hazardous property to the designated or alternate facility on the manifest, the cognizant COR will be contacted for disposition instructions.

c. CLINs 9900 through 9999 of the bid schedule must be transported in accordance with DoT requirements. This includes the requirements that all hazardous materials offered for transportation be properly described on a bill of lading. The contractor shall obtain and prepare all bills of lading. In accordance with provision G.11, completed copies of all bills of lading shall be furnished to the Defense Reutilization and Marketing Office whose address appears on the bill of lading. Each bill of lading required herein shall be marked with the contract number and task order number as applicable.

d. The DRMS created dummy EPA number for non-RCRA TSDF, must be entered on all applicable shipping documentation such as nonhazardous waste manifests and bills of lading. Also, include DRMS created dummy EPA number on HQ DRMS Form 1683, Manifest Tracking Log.

Note: "Universal Waste" (UW) includes batteries, some pesticides and mercury thermostats as defined under Part 273. It also includes state-designated universal wastes, such as fluorescent light tubes. The Universal Waste Rule, Part 273, does not require the use of a hazardous waste manifest to ship UW within, to, or through a state that has adopted the UW Rule. Whenever UW is transported from, to, or through a state that has not adopted the UW Rule, a hazardous waste manifest will be used. The Contractor will designate on the manifest in block J when Universal Waste is being transported.

The regulations allow the generator to make the determination about whether to handle these specific wastes as Universal Waste under Part 273 or as hazardous waste under other parts of

RCRA. The Contractor will be advised on the Task Order if the wastes are to be handled as Universal Waste.

C.18 SEGREGATION OF HAZARDOUS WASTE

All items collected on this contract must be segregated and kept physically separate from any other items until the initial TSDF is reached. The items must be so marked, that they are readily identified to this contract throughout this period. In addition, the Contractor must ensure that there is a clear audit trail for all items until final treatment/disposal is accomplished.

C.19 STATEMENT ON CONTAINERS

The Government does not warrant that the drums or containers are suitable for transportation in accordance with Department of Transportation regulations. The offeror is cautioned to ascertain and assess the need for overpacking or recontainerizing based on the site visit.

C.20 GOVERNMENT EQUIPMENT AND PERSONNEL

The Government shall not furnish any equipment or personnel to assist the Contractor in the performance of the Contractor's responsibilities under the contract. The Contractor understands that any such offers of assistance are unauthorized, and the Contractor shall not accept any such offers. The only exceptions are the use of Government owned loading equipment (clause C.33), Government owned scales (clause C.34), where applicable, and management services (clauses C.74, C.75, C.76 and C.77).

C.22 DETAILED ANALYSIS

If the Contractor must perform detailed analysis for disposal, copies of the results identified to a specific contract line item shall be provided to the Contracting Officer's Representative(s) (COR). Any detailed analysis must comply with all Federal, state and local requirements.

C.24 TREATMENT OF HAZARDOUS WASTE ON GOVERNMENT FACILITY

a. Treatment of hazardous waste (including solidification) on Government facilities is not permitted. Treatment is defined as any process which meets the definition of treatment as set forth in applicable Federal (including 40 CFR 260.10), state and local laws and regulations.

b. The Contractor shall not drain and/or flush PCB items at Government installations. Draining will be allowed only to prevent leaking and to meet DoT regulations.

C.25 RESERVED**C.26 RESERVED****C.27 RESERVED****C.28 LAND DISPOSAL IN TEXAS**

The contractor shall perform all dry weight computations for those hazardous wastes destined for land disposal in Texas and shall provide all such computations to the Contracting Officer's Representative (COR) for record keeping purposes. This computation shall be furnished along with the copy of the generator manifest.

C.29 HOURS OF OPERATION

The contractor agrees that, for those portions of the services provided on a government installation, the services will be provided during the normal hours of operations for the installation. The normal hours of operations for installations on this contract are available, upon request, from the COR.

C.31 RCRA VS NON-RCRA CLINS

a. Items identified under CLINs 9100 through 9899 have been declared hazardous waste by the Government and are subject to stricter disposal requirements than CLINs 9900 through 9999.

b. CLINs 9900 through 9999 are waste not regulated by RCRA nor regulated by the state of generation as hazardous waste and will be subject to less stringent requirements than CLINs 9100 through 9899.

c. If the Contractor demonstrates through lab analysis and/or other supporting documentation that a CLIN(s) identified under CLINs 9100 through 9899 is not a RCRA/state regulated hazardous waste, the Government may so reclassify the item and place it under CLINs 9900 through 9999. The Government will review the lab analysis and other supporting documentation in a reasonable time period; however, the items in question will be treated as a hazardous waste in the interim and removal timeframes must be met.

d. If the Contractor demonstrates through lab analysis and/or other supporting documentation that a CLIN(s) identified under CLINs 9900 through 9999 is a RCRA/state regulated hazardous waste, the Government may reclassify the item under CLINs 9100 through

9899. The Contractor's claim that a CLIN identified under CLINs 9900 through 9999 is actually a hazardous waste which should be identified under CLINs 9100 through 9899 shall be treated as potential misidentification by the Government. The CLIN(s) in question shall not be removed, treated or disposed of until the Government has made a determination on the matter. Reclassification of items from CLINs 9100 through 9899 to CLINs 9900 through 9999, or from CLINs 9900 through 9999 to CLINs 9100 through 9899 shall fall under the "Changes" clause of this contract.

e. Any items identified under CLINs 9800 through 9899 which is a state regulated hazardous waste only (not a RCRA waste) may be taken to a non-RCRA facility approved by the state for that specific state regulated hazardous waste if the non-RCRA facility is listed on the Qualified Facilities List.

C.33 LOADING

a. The Contractor is responsible for loading, including furnishing all the equipment necessary for loading. Unless otherwise specified, the Government will not load at any location.

b. Unless otherwise provided in the contract, loading will not be performed on Saturdays, Sundays, Federal holidays, or any day that the installation where the items are located is closed. Where it is provided that the Government will load, the Government will make the initial placement of the item on conveyance(s) furnished by the Contractor and the initial placement on the Contractor's conveyance shall be as determined by the Government. Unless otherwise provided in the contract, the Government will not block, chock, brace, lash, band, or in any other manner secure the cargo on such conveyance(s) furnished by the Contractor.

c. At Sheppard AFB, Government will load drums and bulk solids.

C.34 WEIGHING OF PROPERTY

The Contractor shall weigh all property before removal. An authorized Government representative will witness all weighing that occurs on site. The weight, agreed upon by both the Contractor and the Government representative at the time of removal, will be the basis for payment to the Contractor. Unsubstantiated charges for subsequent increases in weight, after removal from Government custody, will be the responsibility of the Contractor.

a. Bulk Items

(1) Bulk items will be measured by one of the following methods. The method used will be whichever is most accurate and agreed upon by the Contractor and the Government representative:

(i) Actual weight using Government scales.

(ii) Actual weight using commercial scales.

(iii) Calculated weight. As an alternative to actual weighing, the weight of bulk shipments may be computed, provided that the specific gravity of the material is known and the volume actually picked up is determined. For example, 2,000 gallons of liquid with a specific gravity of 1.4 = calculated weight of 23,344 pounds. ($2,000 \times 1.4 \times 8.337$, where one gallon of water weighs 8.337 pounds). Specific gravity will be obtained from a waste profile sheet.

(2) For either "actual weight" method, the vehicle will be weighed both before and after loading. For bulk shipments, where Government scales are not available or operable, the use of commercial scales is authorized. The Contractor will arrange for and incur all expenses of weighing property at the nearest certified public scale.

b. Non-bulk Items

(1) For non-bulk items, the Contractor shall provide portable scales for outweighing of property. Portable scales must have a minimum capacity of 1,500 pounds. For the purpose of this contract, scales permanently affixed or built into a vehicle are considered portable scales.

(2) Prior to the use of portable scales at each pickup site, the Contractor must demonstrate reasonable weight accuracy to the Government representative. Only materials to be removed by the Contractor will be weighed. Pallets, boxes, strapping, etc., which are not integral parts of the packaging and are not being removed by the Contractor will not be included in the weight.

(3) Government scales may be used, in lieu of scales provided by the Contractor, only where they are available, operable, and authorized by the Government representative. The Contractor shall be responsible for determining the availability of Government scales. The Government makes no guarantee that where Government scales are available, they are operable. At the Government's option, the use of Government scales will be allowed at the following sites:

Site	Equipment Available
Sheppard AFB, bldg 2113, 2135	Truck scale
“ bldg 2142	Platform scale

(4) The use of commercial scales is not authorized for non-bulk items.

C.35 BULK LIQUID DISPOSAL CLINs 9406, 9536

a. When bulk liquid disposal is ordered, it may be necessary for the contractor to pump material from tanks. The Contractor shall furnish a collection vehicle equipped with pumps,

hoses and a metering device. Pumps and hoses shall have the capacity to safely handle the types of waste to be collected, and be able to remove all liquids and sludges from tanks that can be removed without agitation or introduction of other materials to the tank. A tanker truck with a high capacity pump may be required. Sludges or solids that must be removed by other measures are not included. The Contractor shall have fittings necessary to prevent accidental spills. Tank pumping may be ordered from any location in or around the pick up points in the contract. When bulk liquid disposal is ordered, the Contractor shall coordinate with the COR to determine specific equipment requirements based on location of tank(s) to be pumped. The actual weight of the material picked up must be identified on the manifest.

- b. Bulk liquid disposal may be ordered from any location in or around pickup points.

C.36 SMALL CONTAINERS AND CONTENTS CLINs 9101, 9201, 9301, 9401, 9701, 9751, 9801 and 9901

- a. Services for the removal, transportation, storage, and disposal of small container(s) of RCRA/State regulated hazardous or nonhazardous property will be ordered using CLINs with a “1” in the fourth position, e.g., 9101, 9401. Unless specifically excluded below, small containers are any receptacle containing hazardous or nonhazardous property that has a capacity of less than 5 gallons.

- b. Small containers are not:

- (1) Individual sealed articles that are formed to a specific shape or design during manufacture that have an end-use or function dependent in whole or in part upon the shape or design during use. (Examples of such items include, but are not limited to, fuel filters, oil filters, gas mask canisters, chemical defense equipment kits, and factory sealed containers that contain a small container (e.g., epoxy paint). These items are considered a small container only when the outermost container holding the items has a capacity of less than 5 gallons.)

- (2) RCRA empty containers of any size (which may or may not be crushed to reduce their volume). Examples of such items are empty oil cans, paint cans, etc.

- c. In those instances where containers of hazardous property are placed into a larger outer container and the interior packaging is either all small containers as defined above, or a mix of different sizes, some being small containers as defined above, then the entire item (interior packaging and its outer container) shall be assigned to the appropriate small container CLIN.

- d. The Contractor shall accept the Government's CLIN assignment as a nonsmall container item unless the contractor demonstrates to the COR prior to removal from the Government facility that the item(s) does meet the definition of a small container.

- e. If the Contractor discovers a small container(s) packaged with other items not classified as small containers, the Government reserves the right to:

(1) Assign all the property, including the larger outer container, under the appropriate small container CLIN; or,

(2) Remove the small containers of hazardous property from the larger outer container, delete the small container items' weight from the task order, and reduce the containerized CLIN's weight appropriately; or,

(3) Remove the small containers of hazardous property from the larger outer container, reCLIN the small container items separately as small containers on the same task order, and reduce the containerized CLIN's weight appropriately.

f. If the contractor elects to package EPA/DoT compatible items in the same container in order to facilitate recycling/disposal, then the contractor must provide an all-inclusive packing list showing each item and its respective quantity. This list shall be placed outside the outermost container. A copy of the packing list must be attached to the manifest. Contractor furnished overpack containers and packing materials will not be included in the total weight calculations for payment purposes.

C.37 ACCEPTANCE OF DISPOSAL SERVICES INVOLVING FUEL BLENDING **(9/25/00)**

a. DRMS acceptance of disposal services involving fuels blending is designed to encourage fuels blending as described at 40 CFR 266 and 279. It does not apply to blending for destructive incineration. Component fuels of the final blended product must adhere to regulatory guidance contained in 40 CFR Parts 266, subpart H, and 279, subpart G.

b. The fuel blending facility must provide a certification (on an annual basis) to the CO, via the Prime contractor, signed by a responsible official of the facility, which:*

(1) Specifies maximum processing time that property would remain in the fuel blending tank farm is **sixty** (60) days or less and guarantee that the fuel blended product will not remain in storage longer than the certified processing time.

(2) Identifies by name, address and EPA ID number all facilities which may receive the fuel blended products for energy recovery, per 40 CFR 266, subpart H and 40 CFR 279, subpart G.

(3) Identifies by name, address and EPA ID number all facilities which may receive the incidental solids, still bottoms, and/or sludges remaining after fuels blending which require destructive incineration per 40 CFR 264 and 265 subpart O.

c. DRMS prime contractors must obtain DRMS approval prior to the use of any incinerator that receives material in paragraphs C.37 (b)(2) and (3) above. Facilities proposed in C.37 (b)(2) and (3) which are not on the Qualified Facilities List must be requested in accordance with clause H.6. In addition, these facilities must meet the criteria outlined at clause H.5. Use of such facilities without prior DRMS approval will result in the rejection of the blender's certification and reversion to the standard tracking system, consisting of a manifest to the fuel blending facility and a manifest from the fuel blending facility to an incinerator.

d. DRMS will certify acceptance of disposal services only after acceptance of the blender's certification and manifested receipt by the fuels blending facility.

e. Any inconsistency between this provision and clause C.13 shall be resolved by giving precedence to this provision.

*NOTE: If the facility appears on the "Qualified Facilities" list on our web site (<http://www.drms.dla.mil/environmental/qualfac.pdf>), and the C.37 box for the facility is checked, then the contractor need not comply with this paragraph. However, annual updates are due to DRMS-LHO in January of every new calendar year. If the information continues to meet the requirements, the block will remain checked. If updates are not received, the check will be removed from the web and the prime contractor will subsequently not be paid unless a full audit trail is submitted or a new plan is approved.

C.41 REPORTS

a. DD Form 1155, ORDER FORM FOR SUPPLIES OR SERVICES. The Contractor shall annotate a copy of the DD Form 1155 including any applicable continuation sheets and applicable pages from modifications to show only those lines being submitted for acceptance. These documents are to be submitted prior to the invoices as described in Clause G.11.

b. DRMS Form 1683, Manifest Tracking Log (DRMS Form 1683). The Contractor shall prepare the Manifest Tracking Log. This log is to be submitted prior to the invoices in accordance with Clause G.11. Any differences between the contract inventory and what was actually picked up or disposed of must be thoroughly described and documented. Use attachments to the manifest tracking log if necessary.

c. Certificate of Recycling: The Contractor shall prepare a Certificate of Recycling for any waste that is recycled. This certificate is to be submitted prior to the invoices in accordance with clause G.11; attachments to the certificate may be used. One copy of each certificate of recycling signed by a responsible facility official for property removed will be provided to the appropriate locations as described in clause G.11, paragraphs (a)(1)(v).

C.43 DISPOSAL SURCHARGE FOR HIGH LEVEL MERCURY – CLIN 6500MM

CLIN 6500MM is a surcharge for hazardous wastes that exhibit the characteristic of toxicity for mercury (greater than 0.2 mg/L mercury after TCLP) and greater than, or equal to, 260 mg/kg. This CLIN will be ordered in association with a disposal CLIN when the Government orders disposal of waste contaminated with high level mercury. The unit of issue for CLIN 6500MM is pounds. The Government will order an equal number of pounds of 6500MM and of the disposal CLIN. For example, for disposal of 50 pounds of CLIN 9112 contaminated with a high level of mercury, 50 pounds of CLIN 6500MM will also be ordered. CLIN 6500MM does not apply if the high-level mercury waste is land disposed or treated prior to land disposal. CLIN 6500MM does not apply to disposal CLINs suffixed with an "M" in the fifth or sixth position.

C.44 EMPTY CONTAINERS (7/7/00)

Prior to reuse or sale of empty containers, the contractor shall comply with the empty container requirements of RCRA, the empty packaging and other shipping requirements of DoT, and obliterate all markings and labels. The contractor shall be exempt from the requirement to obliterate markings and labels only if the containers are crushed and sent to a scrap operation, crushed and sent to a landfill, or the containers are physically disposed of concurrently with their contents (i.e., incineration/landfill).

C.45 BULKING AND CONSOLIDATION

a. Bulking shall be defined as the act of pumping from an otherwise removable container(s) into a tank truck. Containerized waste may be pumped into a tank truck (bulking) only at the following locations: Sheppard AFB.

b. Consolidation is defined as any method that involves pouring, siphoning, pumping, draining, or packaging like wastes (liquids, multiphase, or solids) from one container to another. Wastes may be consolidated only at the following locations: None

c. Bulking and consolidation will be allowed only if the Contractor has a spill contingency plan and performs operations in a safe manner. The Government retains the right to stop operations if environmental or safety concerns arise.

C.46 TANK/WASH RACK CLEANING – CLINs 6350-6356, 6360, 6361 (May 99)

a. CLINs 6350-6356: When any of these CLINs are ordered, the Contractor shall clean tanks, totes, oil/water separators, wash racks, etc., until no visible residue remains. Stains are not considered residue. The above listed CLINs do not include tank pumping or disposal of sludges/solids removed during the cleaning process. If required, tank wash rack pumping will be ordered under the appropriate CLIN for the pumpable waste contained in the tank or wash rack in accordance with clause C.35. Disposal of unpumpable sludges/solids removed as part of the cleaning process will be ordered via the appropriate containerized/bulk disposal CLIN based on the most previous known contents in the tank. This CLIN will appear on the Task Order (TO) issued for tank/wash rack cleaning. However, the quantity listed on the TO will be an estimated quantity. In all cases, the Government will ensure the pumpable waste in the tanks/wash rack is removed prior to tank cleaning. The Contractor is responsible for providing all cleaning equipment, containers, and wash aids.

The Government will not provide containers for the sludges/solids removed. The Contractor shall also provide access permit and all safety equipment including breathing apparatus, if required. The Contractor is required to provide proper shipping papers and disposal certificates identifying the quantity for all disposal CLIN waste resulting from tank/wash rack cleaning in accordance with clause G.11. All work shall be completed within thirty (30) calendar days of issuance of a written TO (See clause F.3).

b. If the Contractor elects to introduce liquids or other materials to tanks/wash racks to facilitate the removal of sludges/solids, the Contractor shall monitor through metering, weighing,

or any other approved measuring technique the amount of liquids or other materials introduced into the tank/wash rack. The monitoring method used must be approved by the COR prior to commencing work. The weight of the liquids or other materials introduced to the tank/wash rack will be subtracted from the total weight of the wastes removed from the tank/wash rack. The difference between the liquids or other materials introduced into the tank/wash rack and what is removed from the tank/wash rack (the resulting sludge/solids) will be disposed of under the appropriate disposal CLIN, as stated above. All weighing will occur prior to the Contractor removing the waste from the Government premises. The Government will modify the disposal CLIN weight listed on the TO to reflect the exact poundage of sludge/solids removed. The Contractor will be paid only for the sludges/solids removed, not the liquids or other materials introduced to aid cleaning. The Contractor is responsible for proper disposal of the liquids or other materials used during the cleaning process at no additional cost to the Government.

c. Tank/wash rack cleaning may be ordered from any location in or around pickup points in the contract.

d. CLINs 6360-6361 shall be ordered by the hour for contractor personnel to perform the job requirement ordered with CLINs 6350-6356. The Government shall use their "best estimate" when ordering CLIN 6360, 6361.

C.47 PERFORM ANALYSIS – CLINs 6400-6425

a. The Contractor shall provide all services, property, supplies, furnishings and equipment necessary to conduct the required test(s) of Government selected items. The requested analysis is required for purposes of waste identification. The testing is in this contract to service generators on this contract. It is not intended to supplant the Contractor obligations designated elsewhere in this contract.

b. The Government will order this service using any of the CLINs listed (unit of issue is "each") on a TO. One each equals one waste stream (or one kit) to be analyzed by the Contractor. The Contractor shall perform the following:

(1) Samples shall be taken and testing performed in accordance with 40 CFR Part 261, Appendices I, II and III.

(2) It is the responsibility of the Contractor to transport samples from the pickup point to the analytical laboratory. All transportation of hazardous waste shall be in accordance with 49 CFR Parts 171 through 179 and 40 CFR Parts 261 through 263. The Contractor shall also comply with state and local regulations including requirements to obtain all necessary permits, licenses and approvals. The Contractor must complete a chain of custody form for each sample taken. Completed forms must be provided to the DRMO along with the analytical data.

(3) The Contractor shall provide a statement from the testing laboratory that the entire sample was used in the analysis in accordance with G.11. If there is additional sample left over after analysis; the Contractor is responsible for its disposal. The disposal of test samples shall be in accordance with all applicable Federal, state, and local laws and regulations.

c. Original analytical data and chain of custody forms will be provided to the COR within thirty (30) calendar days of issuance of a written TO.

C.48 PREPARE WASTE PROFILE FORM - CLIN 6400AA

a. When CLIN 6400AA is ordered, the contractor is required to prepare a typed Hazardous Waste Profile Sheet, DRMS Form 1930. One "each" will be ordered per waste stream to be profiled. A sample DRMS Form 1930 may be found at Attachment VI. Using analytical data/generator information provided by the Government, the contractor must complete the form in accordance with its attached instructions. The Government will furnish DRMS Form 1930 to the contractor. Subject to COR approval, the contractor may use an alternate profile form as long as the alternate form contains all of the same information contained in the DRMS Form 1930.

b. The purpose of this service is to enable the generator to turn in property to the DRMO. It is not intended to supplant contractor obligations under any other section of this contract. See F.3 for performance timeframes.

C.49 IDENTIFY UNKNOWN WASTE STREAMS AND PREPARE WASTE PROFILE FORMS – CLIN 6400

a. When the government has the requirement for an “unknown analysis”, a written TO will be issued containing CLIN 6400. When CLIN 6400 is ordered, the contractor shall perform an “unknown analysis” so that the waste stream is identified in enough detail to complete a Hazardous Waste Profile Sheet, DRMS Form 1930. Upon completion of the analysis, the Contractor shall complete the government provided DRMS Form 1930 in accordance with its attached instructions. If TCLP tests are required, they will be ordered separately.

b. The Contractor shall provide a statement from the testing laboratory that the entire sample was used in the analysis in accordance with G.11. If there is additional sample left over after analysis; the Contractor is responsible for its disposal. The disposal of test samples shall be in accordance with all applicable Federal, state, and local laws and regulation.

c. Subject to COR approval, the contractor may use an alternate profile form as long as the alternate form contains, as a minimum, the same information as the DRMS Form 1930 (sample provided at Attachment IV).

C.50 PROVIDING STORAGE CONTAINERS AND RENTAL CHARGES – CLINs 6372, 6376, and 6382

a. CLINs 6372: When this CLIN is ordered on a written TO, the Contractor is required to provide plastic lined rolloff storage containers for a period of up to thirty (30) days from date of initial placement. CLIN 6372 is for 20 cubic yard rolloffs. The rolloff containers will have water tight covers and be lockable. Rolloff storage containers may be ordered for any location in or around the pick up points identified in the contract. Initial placement of rolloff(s) is required

within five (5) calendar days after issuance of a written TO citing any of the above listed CLINs. Disposal of waste in the rolloff will be ordered using the appropriate “bulk” CLIN. If a replacement rolloff is required, this requirement will be specified on the TO issued for the disposal of the waste in the rolloff using CLIN 6376. A replacement rolloff is defined as a rolloff replacing a rolloff previously ordered on this contract. Replacement rolloff(s) must be identical to the one being removed for disposal and must be delivered to the same worksite. Replacement rolloffs shall be placed at the time of removal of the rolloff being replaced.

b. CLIN 6382: Some rolloffs may be on site for more than thirty (30) calendar days. If the Government requires a rolloff longer than the initial thirty (30) day placement period, it will be ordered by issuance of a written TO using the above listed CLINs. Rental time may be ordered on a month-by-month basis (one (1) ea. equals a one-month rental timeframe of thirty (30) days) or in any timeframe required (2 ea. for 2 months, 3 ea. for 3 months, etc.). If a rolloff is ordered in multiple timeframes and is not required for the complete time ordered, a modification to the TO may be issued to reduce the rental time for the remaining months. For example, the Government orders 6 ea. (6 months) of rental and 3 months and 15 days have elapsed, a modification will be issued to delete 2 months rental. Rental timeframes will not be prorated for unused rental time less than 30 days.

c. The rental period begins on the 31st day after the initial rolloff is placed at the specified location. Ordering of a replacement rolloff does not change the rental period beginning date. The rental period ends on the date the TO is issued for disposal of the contents of the rolloff unless additional rental time or replacement rolloffs are ordered. In this case, the rental period ends on the date the final TO is issued for disposal of the waste stream.

d. The Contractor is required to weigh empty storage containers prior to use by the Government and provide the COR a copy of a certified Weight Certificate which shows the weight of each empty storage container at the time of placement. The Contractor is required to weigh each storage container upon pickup (and provide a copy of the weight certificate for each container showing the weight of the storage container and its contents) to the COR. The Government will only pay disposal fees for the weight of the contents.

e. The CLINs listed above will only be ordered by the Government for the convenience of the Government.

C.51 CHARGES FOR EXPEDITES – CLINs 6330, 6331, 6333, 6335, 6341

a. When CLIN 6330 is ordered, waste must be removed within fifteen (15) calendar days of issuance of a written Task Order (TO). When CLIN 6331 is ordered, waste must be removed within ten (10) calendar days of issuance of a written Task Order. When CLIN 6333 is ordered, waste must be removed within five (5) calendar days of issuance of a written Task Order. When CLIN 6335 is ordered, waste must be removed within one (1) calendar days of issuance of a written Task Order. Expedited removal CLINs may be ordered in association with any disposal

CLIN(s) at any pick-up point(s) on the contract. This is an exception to the standard removal timeframe as specified in Clause F.4. Minimum TO charges will not apply to a TO containing an expedited removal CLIN. When expedited removal is required, CLINs 6330-35 will be ordered based on the amount of waste to be removed. One (1) each will be ordered for containerized (non-bulk) waste up to 15,000 pounds in total weight and a maximum of up to eight (8) different TO Hazardous Item Numbers (HINs). For bulk removals, one (1) each CLIN 6330-35 is limited to one (1) HIN not to exceed 50,000 pounds in total weight.

b. When CLIN 6341 is ordered, performance must be accomplished within ten (10) calendar days of issuance of a written Task Order. Expedited service CLINs may be ordered in association with any service CLIN(s) at any pick-up point(s) on the contract. This is an exception to the standard performance timeframe as specified in Clause F.3. Minimum TO charges will not apply to a TO containing an expedited service CLIN. When expedited service is required, CLIN 6341 will be ordered based on the amount of service to be performed. One (1) each of CLIN 6341 will be ordered for up to five (5) Special Services HINs. Ordering of an expedited CLIN is further limited to one (1) each, expedited CLIN, per pick-up location including the surrounding area (i.e. all pick up sites on an installation).

C.52 LABPACKING SERVICES – CLINs 6320-23

a. The Contractor shall provide all labor, equipment, supplies (including labpack containers), and tools necessary to labpack waste. Labpacking service is on this contract to provide a packaging service to the generator in order to facilitate the turn in of property to the DRMO. These CLINs do not include disposal. This clause does not relieve the Contractor of repacking requirements in C.19 when the Government does not require labpacking services.

b. The Government will order the appropriate labpack CLIN(s) dependent on the anticipated labpack container size required. The Contractor shall accept the Government's container size unless the Contractor demonstrates to the COR, prior to commencing the labpacking service, that a different size labpack container(s) is required. When this service is ordered, the Government will provide a list of property to be labpacked with the TO. The list will include chemical name, weight and volume of each item and anticipated disposal CLIN (for information purposes only). The Contractor shall:

(1) Prepare labpacks for chemical waste. This service consists of packing compatible chemicals into suitable labpack containers, preparing a comprehensive drum inventory, marking and labeling each labpack in accordance with local, state, and Federal regulations. The Government will order this service on a task order using the labpack service CLIN(s) listed above.

(2) The Contractor will labpack the waste according to chemical compatibility and in compliance with 49 CFR, specifically 49 CFR 173.12. The Contractor will prepare the aforementioned drum inventory. The inventory will consist of a list of each container placed in the labpack. The list must specify: 1) description of the contents of each container by chemical or common name of the waste; 2) hazardous constituents causing the item to be a hazardous waste; 3) EPA and state hazardous waste codes assigned; 4) container size; 5) weight of each container and its contents (The contractor will weigh all items, actual weight will be used on the labpack inventory.); and 6) Disposal CLIN (provided by COR). Multiple containers of the same waste may be listed as a single line on the inventory list provided; the total number of containers is recorded in association with the container sizes and the total weight of the containers and contents is listed instead of individual container weights. A unique identification number will be

assigned to each completed labpack and this number will be annotated on the inventory list. One copy of the inventory list will be attached to the labpack and one copy will be provided to the COR when packaging is complete.

(3) The Contractor will place appropriate markings and DoT labels on each container, along with an inventory list.

c. The Contractor will be provided a work site, storage area for supplies, and a staging area near the chemical storage facility. The Government will not furnish any Government owned equipment. Labpacking services may be ordered at any pickup point on this contract. When Labpacking services are ordered, all work must be completed within thirty (30) days of written TO issuance.

d. The Government will issue a TO for the disposal of labpacks after the labpacking service is completed. Task Orders containing the disposal of labpacks will be prepared based on the total weight of each separate CLIN packaged in each labpack. The total weight of each separate CLIN in the labpack will be determined by the sum of the weights (rounded to the nearest pound) of the individual items assigned that CLIN on the labpack inventory. In order to identify the labpack associated with the CLIN being ordered, the unique number assigned to the labpack will be provided in the item description on the task order. For purposes of labpack removal and contractor invoicing, the items packaged in labpacks by the Contractor under the labpack CLINs are excluded from the small container definition in clause C.36.

C.54 RECLAMATION OF MERCURY BATTERIES – CLINs 9204MB & 9404MB

a. The Contractor is required to reclaim mercury from batteries ordered under the CLIN(s) listed above. Reclamation must be accomplished via retorting or roasting in a thermal-processing unit capable of volatilizing mercury and subsequently condensing the volatilized mercury for recovery (as defined in 40 CFR). The Contractor will be required to dispose of all incidental solids, sludges, and other secondary products in accordance with all Federal, state, and local regulations. The Government's estimates for the recycling CLIN(s) listed above are based on the best information available. Some mercury batteries may also be anticipated under the appropriate disposal CLIN.

b. If a waste designated for reclamation does not meet required parameters, the Contractor must notify the CO, in writing, of the rationale and proof for waste rejection. If the Government concurs, the applicable disposal CLIN for the waste will be assigned.

C.55 RECYCLING OF SOLVENTS AND ANTIFREEZE – CLIN 9902AF

a. The Contractor is required to recycle, by a means other than fuels blending/burning, solvents removed under CLIN(s) suffixed "SD" and antifreeze removed under CLIN(s) suffixed "AF". The Contractor will be required to dispose of all resulting solid wastes in accordance with all Federal, state, and local regulations. The Government's estimates for the recycling CLIN(s) listed above are based on the best information available. Some solvents and antifreeze may also be anticipated under the appropriate disposal CLIN.

b. If a waste designated for recycling does not meet required parameters, the Contractor must notify the CO, in writing, of the rationale and proof for waste rejection. If the Government concurs, the applicable disposal CLIN for the waste will be assigned.

C.56 RECYCLING OF LEAD ACID BATTERIES – CLINs 9204LA & 9404LA

a. The Contractor is required to recycle lead from batteries removed under the CLIN(s) listed above. The batteries may be filled with electrolyte. Such recycling should meet all requirements of 40 CFR 261.6(a)(2)(iv). The Contractor will be required to dispose of all resulting solid wastes in accordance with all Federal, state, and local regulations. The Government's estimates for the recycling CLIN(s) listed above are based on the best information available. Some lead acid batteries may also be anticipated under the appropriate disposal CLIN.

b. If a waste designated for recycling does not meet required parameters, the Contractor must notify the CO, in writing, of the rationale for waste rejection. If the Government concurs, the applicable disposal CLIN for the waste will be assigned.

C.57 RECLAMATION OF NICKEL CADMIUM BATTERIES – CLINs 9204NC & 9404NC

a. The Contractor is required to reclaim nickel and cadmium from batteries removed under the CLIN(s) listed above. The batteries may be filled with electrolyte. The Contractor will be required to dispose of all resulting solid wastes in accordance with all Federal, state, and local regulations. The Government will order disposal/recycling of nickel cadmium batteries under the appropriate CLIN(s) listed above.

b. If a waste designated for reclamation does not meet required parameters, the Contractor must notify the CO, in writing, of the rationale and proof for waste rejection. If the Government concurs, the applicable disposal CLIN for the waste will be assigned.

C.58 RECYCLING OF FLUORESCENT LIGHT TUBES AND HIGH-INTENSITY DISCHARGE (HID) LAMPS – CLINs 9404FL, 9804FL & 9904FL

a. The Contractor is required to recycle fluorescent tubes and HIDs ordered under the CLIN(s) listed above. The Contractor will be required to dispose of all resulting solid wastes in accordance with all Federal, state, and local regulations. The Government's estimates for the recycling CLIN(s) listed above are based on the best information available. Some fluorescent light tubes and HIDs lamps may also be anticipated under the appropriate disposal CLIN. Recycling must accomplish the following:

(1) A minimum of 99% of the mercury content of bulbs must be recovered for reuse. The recovered mercury must be of a purity of at least 99%.

(2) Aluminum end caps or metal sockets MUST be recovered for reuse of the metal content.

(3) Crushed glass must be recovered for reuse.

(4) Aluminum end caps or metal sockets, crushed glass and phosphor powder (where applicable) resulting from the process must be routinely tested to ensure that the end product, as it leaves the recycling facility, is under the 0.2 mg/L TCLP RCRA regulatory level for mercury.

b. If a waste designated for recycling does not meet required parameters, the Contractor must notify the CO, in writing, of the rationale and proof for waste rejection. If the Government concurs, the applicable disposal CLIN for the waste will be assigned.

C.59 RECYCLING OF LATEX PAINT – CLINs 9901LP & 9902LP

a. The Contractor is required to recycle latex paint under the CLIN(s) listed above. The waste will consist of partially used cans of latex paint. The paint will not be hardened. The recycling facility must blend the paint into a usable product. The Government's estimates for the recycling CLIN(s) listed above are based on the best information available. Some latex paint may also be anticipated under the appropriate disposal CLIN.

b. If a waste designated for reclamation does not meet required parameters, the Contractor must notify the CO, in writing, of the rationale and proof for waste rejection. If the Government concurs, the applicable disposal CLIN for the waste will be assigned.

C.62 RECYCLING OF ALKALINE BATTERIES – CLINs 9204AB

a. The Contractor is required to recycle zinc from batteries removed under the CLIN listed above. The batteries may be filled with electrolyte. The Contractor will be required to dispose of all resulting solid wastes in accordance with all Federal, state and local regulations. The Government's estimates for the recycling CLIN listed above are based on the best information available. Some alkaline batteries may also be anticipated under the appropriate disposal CLIN.

b. If a waste designated for recycling does not meet required parameters, the Contractor must notify the CO in writing, of the rationale for waste rejection. If the Government concurs, the applicable disposal CLIN for the waste will be assigned.

C.63 RECYCLING OF MAGNESIUM BATTERIES – CLIN 9404MG

a. The Contractor is required to recycle metal casings, as well as the magnesium from inside of the battery. Chromium, when present, shall be treated in accordance with 40 CFR 268

treatment standards. The batteries may be filled with electrolyte. The Contractor will be required to dispose of all resulting solid wastes in accordance with all Federal, state and local regulations. The Government's estimates for the recycling CLIN(s) listed above are based on the best information available. Some magnesium batteries may also be anticipated under the appropriate disposal CLIN.

b. If a waste designated for recycling does not meet required parameters, the Contractor must notify the CO in writing, of the rationale for waste rejection. If the Government concurs, the applicable disposal CLIN for the waste will be assigned.

C.67 RECYCLING OF LITHIUM SULFUR DIOXIDE BATTERIES – CLIN 9304LL

a. The Contractor is required to recycle lithium salts from batteries removed under the CLIN(s) listed above. The Contractor will be required to dispose of all resulting solid wastes in accordance with all Federal, State, and local regulations. The Government's estimates for the recycling CLIN(s) listed above are based on the best information available. Some lithium-sulfur dioxide batteries may also be anticipated under the appropriate disposal CLIN.

b. If a waste designated for recycling does not meet required parameters, the contractor must notify the CO, in writing, of the rationale for waste rejection. If the Government concurs, the applicable disposal CLIN for the waste will be assigned.

C.68 ACCEPTANCE OF DISPOSAL SERVICES INVOLVING RECYCLING/RECLAMATION OF BATTERIES

a. The Contractor is required to recycle/reclaim all batteries identified in applicable sections C.54, C.56, C.57, C.62 C.63 and C.67. In addition, batteries ordered under the appropriate disposal CLIN(s) might be recycled.

b. The Contractor shall identify any facility that receives batteries for recycling/reclamation. The recycler must provide a certification to the CO for each DRMS disposal contract affected; signed by a responsible official of the facility which:

(1) Describes the procedure for the disposition/sale of the RCRA recovered products (e.g., lead, nickel, cadmium, zinc, lithium).

(2) Describes the treatment/disposition methods for liquids in wet-filled batteries.

(3) Identifies by name, address and EPA ID number, and all facilities, which may receive the various components.

(4) Guarantees the recovered products will not be shipped outside the United States, without prior authorization of the CO. If shipped outside the United States, list all countries that may receive the recovered product. If the components are shipped outside the United States, that a copy of the notification of intent to export and the EPA Acknowledgment of Consent will be provided with the certificate of recycling.

c. DRMS prime contractors must obtain DRMS approval prior to the use of any recycler that receives batteries described above. In addition, these facilities must meet the criteria outlined at clause H.5. Use of such facilities must be on a contract-by-contract basis. Use of such facilities without prior DRMS approval will result in reversion to the standard tracking system, consisting of a manifest or bill of lading to the recycling facility, a manifest from the recycling facility to the facility(ies) receiving various components and certificate(s) of destruction issued by the facility(ies).

d. DRMS will accept a signed manifest/shipping paper receipt as certification of disposal by recycling .

e. Any inconsistency between this provision and C.13 shall be resolved by giving precedence to this provision.

C.69 DEMILITARIZATION CERTIFICATES OF DISPOSAL CLINs 9102CD and 9807 (8/2/02)

Property requiring Demilitarization by the Government will be so listed on the DD Form 1155 Order for Supplies or Services by the DRMO. When property requiring DEMIL is ordered the contractor is required to dispose of this property either by burial or incineration per DoD requirements. The audit trail showing DEMIL was accomplished shall be the hazardous waste manifest, a completed service contract delivery order (DD form 1155), and a certificate of disposal. DEMIL property includes, but is not limited to, Chemical Defense Equipment (CDE) Kits.

C.70 ORDER LIMITATIONS FOR SMALL REMOTE GENERATORS (DRMS Jan 00)

a. The contractor shall meet with the designated Contracting Officer Representative (COR) and the generator representatives as applicable, within 10 calendar days of award. The purpose of this meeting is to discuss mutually agreeable pickup timeframes/dates for the small remote generators (as an example: pickup shall be once every 60 days, on the 15th of that month, such as Jan.15th, April 15th, etc). The small remote generators are identified by asterisk in the pickup site listing elsewhere in this contract. The contractor shall prepare a written summary of this meeting within 5 working days, to include: the meeting date, the attendees and the agreed pickup schedule by site (s) and furnish this to the COR. The government will use this information to properly sequence the issue of task orders.

b. For each area a maximum of one order for any CLIN or combination of CLINs in the bid schedule will be issued in a sixty (60) day time frame (note: a longer time frame may be agreed to at the meeting) for any of the sites identified as a small generator (except see c. below). If this regular order does not meet the minimums of clause I.10l than an additional

amount that equates to the difference between the amount ordered and the minimum order amount shall be paid or an amount of \$1,00.00 whichever is greater.

c. If an additional requirement exists which requires an order for removal or service other than this sixty (60) day time frame than the transportation surcharge CLIN 6388BB shall be applied to that order.

d. Any such additional order and related surcharge shall apply for any single small remote generator pickup site.

C.72 ACCEPTANCE OF DISPOSAL SERVICES INVOLVING RECYCLING OF FLUORESCENT LIGHT TUBES AND HIGH-INTENSITY DISCHARGE LAMPS
(10/6/00)

a. DRMS will certify acceptance of disposal/recycling services only after receiving and accepting the processor's certification and manifested (or BOL) signed receipt by the processing facility.

b. If a contractor wishes to submit a recycling plan for these waste streams they must have a company official provide a signed certification to the CO (on an annual basis) through the prime contractor which:

(1). Specifies maximum processing and storage time that the items (mercury, phosphor powder) will be held until final recycling occurs. Name, address and EPA number of all such processing/storage facilities must be provided.

(2). Identifies by name, address and EPA number all facilities which will receive the mercury and phosphor powder for final recycling activities.

(3). Specifies that the items mentioned in clause C.58 a. will be processed as required and the names and addresses of the companies performing these activities will be provided.

c. All companies providing a recycling plan to process the lights, mercury, phosphor powder must be on the DRMS Qualified TSDF Listing. Firms that receive the glass and other non-regulated items do not need to be listed on the DRMS Qualified TSDF Listing.

d. Any inconsistency between this provision and clause C.13 shall be resolved by giving precedence to this provision.

C.73 MANDATORY RECYCLING (12/15/00)

a. The following coverage applies when the contractor alleges that a waste designated for recycling can not be recycled.

(1) If a waste designated for recycling by the generator does not meet required parameters, the Contractor must notify the CO, in writing **at least five business days**, before pickup, of the rationale and proof for waste rejection. This must include written input from at least three appropriate recycling facilities approved on the DRMS Qualified Facilities List, at least one of which is not owned by the contractor.

(2) The CO will notify the cognizant DRMO and/or generator personnel to resolve requests to change the assigned mandatory recycling CLIN to the appropriate disposal CLIN. The final decision to change a mandatory recycling CLIN to the applicable disposal CLIN is solely that of the Government's. If the DRMO and/or generator personnel agree with the CLIN change the applicable disposal CLIN will be assigned.

b. If the Contractor fails to recycle without following the above procedure, in order to reflect the reduced value of the services performed, the Government reserves the right to either:

(1) Reduce the Task Order line item price in accordance with the Inspection of Services Clause, FAR 52.246-4. The Contractor is hereby notified that the line item price shall be reduced to one-half the applicable disposal CLIN price or to one-half the recycling lien item price, whichever is a greater reduction; or

(2) Terminate the Task Order line item for default in accordance with the Default Clause, FAR 52.249-8, **which will impact the contractor's performance record.**

c. Recycling CLINs may only be ordered when the waste plus container weigh a minimum of 200 pounds.

C.74 MANAGEMENT SERVICES TO PROVIDE OPERATIONAL SUPPORT AT WASTE STORAGE UNITS AT FORT HOOD – CLIN 6507WH

a. The Contractor shall provide environmental management support for Fort Hood. These services will be used by the installation to augment the manpower required to operate selected 90 day and permitted waste storage sites. Services will center around the consolidated DPW Classification Unit at Building 1348. Services include receiving, accumulating, packaging/repackaging, marking and labeling, storing, inventorying, transferring, and shipping designated hazardous and other regulated waste at and from designated storage units on Fort Hood in accordance with established waste profiles; other services may be included as directed by a designated Government employee. The Contractor shall provide one (2) trained person and ensure that services provided are performed in compliance with all Federal, State, and Fort Hood regulations. The individual provided will not be required to have a commercial driver's license (CDL) with hazmat endorsements, but must have the ability to operate a vehicle with a gross weight of less than 26,000 pounds. The labor for these services will be requested by the Government via a call order issued against an open task order. These CLINs are exempt from the performance and removal timeframes in clauses F.3 and F.4. The Contractor will keep track

of the labor requested by call orders issued on an open Delivery Order by annotating the daily log data sheet(s). For payment, the Contractor shall submit daily log data sheet(s) that have been certified by authorized Government personnel with invoices for each calendar month just completed. Each task order for these management services will be annotated with the time period the Delivery Order is effective.

b. Fort Hood will order CLIN 6507WH via an open Delivery Order as discussed in the previous paragraph to procure personnel to provide environmental services for the installation. The Government will provide access to an office, desk, telephone, copy machine, utilities, spill cleanup supplies, gloves, aprons, and other supplies needed to accomplish scheduled work. The Government will also furnish access to vehicles, forklifts, and fuels and maintenance required for these vehicles. Normal working hours will coincide with normal seasonal working hours at the Fort Hood DPW Classification Unit.

c. Charges for all services provided under CLIN 6507WH will be based on the hourly rate bid for this CLIN for this contract.

d. Specifically, some of the anticipated work requirements the Contractor shall perform are:

1) ASSIST IN THE OPERATION OF THE DPW CLASSIFICATION UNIT 90 DAY STORAGE UNIT.

(a) Receive, containerize, mark and label, store, and inventory stored waste daily for all hazardous waste turned in to the DPW Classification Unit.

(b) Monitor all registered, consolidated waste accumulation sites at this unit.

(c) Transfer all designated waste from the DPW Classification Unit 90 Day Storage Unit to permitted storage at least weekly.

2) WASTE MONITORING AND INSPECTION SERVICES AT REMOTE 90 DAY STORAGE UNITS ON FORT HOOD.

(a) Monitor waste accumulation at six (6) registered 90 day accumulation/storage units on Fort Hood for compliance with storage standards at least monthly.

(b) Maintain inventory at six (6) registered 90 day accumulation/storage units on Fort Hood to determine contractor pick-up requirements from these units at least every two weeks.

3) WATER SAMPLE COLLECTION

Periodically, the contract employee will be required to take water samples for analysis. The Government will provide all equipment necessary to draw and collect the samples.

C.75 MANAGEMENT SERVICES TO PROVIDE OPERATIONAL SUPPORT AT SOIL BIOREMEDIATION FACILITY AT FORT HOOD – CLIN 6507WS

a. The contractor shall provide environmental management support services for Fort Hood. These services will be used by the installation to augment the manpower required to operate selected Registered Soil Bioremediation Facility. Services may include, but are not limited to activities associated with scheduling, evaluating and receiving , petroleum contaminated soil at Fort Hood. The contractor shall provide appropriately trained personnel to ensure that services provided are performed in compliance with established federal, state and Fort Hood Regulations. The labor for these services will be requested by the government via a call order issued against an open delivery order. These CLINs are exempt from the performance and removal timeframes in clauses F.3 and F.4. The contractor will keep track of the labor requested by call orders issued on an open delivery order by annotating the daily log data sheet(s). For payment, the contractor shall submit daily log data sheet(s) that have been certified by authorized Government personnel with invoices for each calendar month just completed. Each delivery order for these management services will annotate the time period the delivery order is effective.

b. Fort Hood will order CLIN6507WS via an open delivery order discussed in the previous paragraph to procure personnel to provide environmental services for the installation. The government will procure the services of these personnel on a full time basis for an unspecified period of time. The government will provide access to an office, desk, phone, copy machine, utilities, spill cleanup supplies, gloves, aprons, and other supplies needed to accomplish scheduled work. The government will also furnish access to vehicles, forklifts and fuels and maintenance required for these vehicles. Normal working hours will coincide with normal seasonal working hours at the Fort Hood DPW Bioremediation Facility.

c. Charges for all services provided under CLIN 6507WS will be based on the hourly rate bid for this CLIN for this contract.

d. Specifically, some of the anticipated work requirements the contractor shall perform are:

1) ASSIST IN THE OPERATION OF THE DPW BIOREMEDIATION FACILITY

a) Schedule appointments to evaluate contaminated soil prior to digging to determine appropriate disposition requirements.

b) Direct units on how much soil to dig.

c) Schedule appointments to turn-in soil to the facility.

d) Receive dirt and monitor downloading to ensure that only contaminated soil is received.

- e) Maintain appropriate records of soil received.

C.76 MANAGEMENT SERVICES TO PROVIDE OPERATIONAL SUPPORT AT SOIL BIOREMEDIATION FACILITY AT FORT HOOD – CLIN 6507WT

a. The contractor shall provide environmental management support services for Fort Hood. These services will be used by the installation to augment the manpower required to clean oil/sand separators. Services may include, but are not limited to activities associated with scheduling, pumping, and cleaning oil/sand separators at Fort Hood. The contractor shall provide appropriately trained personnel to ensure that services provided are performed in compliance with established federal, state and Fort Hood Regulations. The labor for these services will be requested by the government via a call order issued against an open delivery order. These CLINs are exempt from the performance and removal timeframes in clauses F.3 and F.4. The contractor will keep track of the labor requested by call orders issued on an open delivery order by annotating the daily log data sheet(s). For payment, the contractor shall submit daily log data sheet(s) that have been certified by authorized Government personnel with invoices at the end of the delivery order period. Each delivery order for these management services will annotate the time period the delivery order is effective.

b. Fort Hood will order CLIN6507WT via an open delivery order discussed in the previous paragraph to procure personnel to provide environmental services for the installation. The government will procure the services of these personnel on a full time basis for an unspecified period of time. The government will provide access to an office, desk, phone, copy machine, utilities, spill cleanup supplies, gloves, aprons, and other supplies needed to accomplish scheduled work. Contractor will provide own safety boots, safety glasses, and hardhat. The government will also furnish access to vehicles, forklifts and fuels and maintenance required for these vehicles. Normal working hours will coincide with normal seasonal working hours at the Fort Hood DPW Maintenance Facility.

c. Charges for all services provided under CLIN 6507WT will be based on the hourly rate bid for this CLIN for this contract.

d. Specifically, some of the anticipated work requirements the contractor shall perform are:

1) Assist in the DPW maintenance of oil/sand separators to include;

a) Removing excess water, oil, and fuel mixtures and transporting to designation.

b) Removing sediment and transporting to designated location.

e. Contractor personnel must have a current CDL A license and have a working knowledge of a 10/20 yard Vac-all truck and the equipment associated with it.

C.77 MANAGEMENT SERVICES TO PROVIDE RECYCLE SUPPORT AT THE DPW CLASSIFICATION UNIT AT FORT HOOD – CLIN 6507WR

a. The contractor shall provide environmental management support services for Fort Hood. These services will be used by the installation to augment the manpower required to maximize recovery of reusable and recyclable products generated throughout Fort Hood by military units, civilian activities, and contractors. In general, services will center around the consolidated DPW Classification Unit at building 1348. Services may include, but are not limited to activities associated with the reutilization, recycle, and recovery of these products. The contractor shall provide appropriately trained personnel to ensure that services provided are performed in compliance with established federal, state and Fort Hood Regulations. The labor for these services will be requested by the government via a call order issued against an open delivery order. These CLINs are exempt from the performance and removal timeframes in clauses F.3 and F.4. The contractor will keep track of the labor requested by call orders issued on an open delivery order by annotating the daily log data sheet(s). For payment, the contractor shall submit daily log data sheet(s). For payment, the contractor shall submit daily log data sheet(s) that have been certified by authorized Government personnel with invoices at the end of the delivery order period. Each delivery order for these management services will annotate the time period the delivery order is effective.

b. Fort Hood will order CLIN6507WR via an open delivery order discussed in the previous paragraph to procure personnel to provide environmental services for the installation. The government will procure the services of these personnel on a full time basis for an unspecified period of time. The government will provide access to an office, desk, phone, copy machine, utilities, spill cleanup supplies, gloves, aprons, and other supplies needed to accomplish scheduled work. The government will also furnish access to vehicles, forklifts and fuels and maintenance required for these vehicles. Normal working hours will coincide with normal seasonal working hours at the Fort Hood DPW Classification Unit.

c. Charges for all services provided under CLIN 6507WR will be based on the hourly rate bid for this CLIN for this contract.

d. Specifically, some of the anticipated work requirements the contractor shall perform are:

1) COORDINATE THE RECYCLE/REUSE OPERATIONS OF THE DPW CLASSIFICATION UNIT BY;

a) Inspect all empty containers turned in to ensure that they are properly drained and are free of free flowing liquids by preinspecting all vehicles turning in empty containers.

b) Identify any potential spill conditions as a result of improperly drained containers.

c) Receiving, identifying, sorting and processing of various size and type of empty containers for recycling.

d) Receiving, identifying, sorting and processing latex and enamel paint and paint cans, and thinners for recycling.

e) Adding other containers that have previously contained regulated materials (i.e., bleaches, household cleaning materials, acids, and bases) to the recycle effort by ensuring that these containers have been completely drained and contain no residue.

f) Identifying, segregating, and accumulating partially used absorbents for reuse on spill response efforts.

g) Receiving and identifying by type dry NiCAD batteries for recharging and reissue.

C.78 OVERTIME/WEEKEND RATE FOR MANAGEMENT SERVICES – CLIN 6507PT

CLIN 6507PT will be used for work outlined in clauses C.74, C.75, C.76 and C.77. Any work required outside normal duty hours; either overtime, weekend, Government holiday, or emergency, will be ordered using CLIN 6507PT. The contractor shall not start work under this CLIN without the issuance of a written delivery order or written approval from the Contracting Officer.

C.79 FLOOR RESURFACING CLIN 6508

Contractor shall clean the entire surface flooring of Bldg 1349 (30' x 45'), plus entrances on west side of building (15' x 19') and the north side of the building (9' x 70'). Area needs to be cleaned of all old covering by means of sand blasting or shot blasting. After cleaning, contractor will apply a non-slip, durable coating. Floor must be able to withstand some abuse from metal cans and 9000 lb forklift, standing water, and daily high-pressure steam cleaning. Contractor shall warrant floor covering for at least one (1) year.

Oil/Sand/Water inceptor cleaning. Contractor will need to sand blast, degrease, and clean sides and bottom of sump, bldg 1347. Sump is 25' x 27' x 7', open top unit with extra walls on the inside.

C.91 PAINT AND PAINT RELATED UNIVERSAL WASTES – CLINs 9104UW

CLIN 9104UW will be ordered for paint and paint related wastes. This CLINs will be shipped as Universal Waste, and must be shipped to a TSDF within the State of Texas.

D.0 SECTION D - PACKAGING AND MARKING**D.1 PACKAGING, MARKING AND LABELING DRMS 52.246-9R01 (JUN 1999) *PART 46 OF DRMS CLAUSES*****E.0 SECTION E - INSPECTION AND ACCEPTANCE**

REF. NO.	TITLE	FAR REF.	DATE
E.1	<u>INSPECTION OF SERVICES-FIXED PRICE</u>	52.246-4	(AUG 1996)
E.2	<u>USE OF COMMERCIAL CONCERNS TO PERFORM INSPECTION OF SERVICES AND FACILITIES</u>	DRMS 52.246-9R05	(JAN 2000) <i>PART 46 OF DRMS CLAUSES</i>
E.3	<u>CONTRACTOR QUALITY CONTROL</u>	DRMS 52.246-9R06	(JAN 2000) <i>PART 46 OF DRMS CLAUSES</i>
E.4	<u>GOVERNMENT INSPECTION</u>	DRMS 52.246-9R03	(JAN 2000) <i>PART 46 OF DRMS CLAUSES</i>

F.0 SECTION F - DELIVERIES OR PERFORMANCE

- F.1 STOP-WORK ORDER FAR 52.242-15 (AUG 1989)**
- F.2 GOVERNMENT DELAY OF WORK FAR 52.242-17 (APR 1984)**
- F.3 PERIOD OF PERFORMANCE – INCLUDING DISPOSAL AND REMOVAL DRMS 52.211-9R06 (JAN 2002) *PART 11 OF DRMS CLAUSES***

Task orders against this contract may be written for a period of eighteen (18) months from date of award or 24 May 2003, whichever is later.

All items shall be removed from the Government facilities within 30 days after issuance of each written task order except as noted below.

F.8 OPTION TO EXTEND THE TERM OF THE CONTRACT DRMS 52.217-9R01 (JAN 2000) *PART 17 OF DRMS CLAUSES***F.10 EXTENSION OF SERVICES DRMS 52.217-9R02 (JAN 2000) *PART 17 OF DRMS CLAUSES***

The Government may extend the contract period under this clause and clause I.27 at the end of the base contract period or at the end of each eighteen (18) month option period.

F.11 CERTIFICATE OF INSURANCE DRMS 52.228-9R01 (DEC 1995) *PART 28 OF DRMS CLAUSES*

G.0 SECTION G - CONTRACT ADMINISTRATION DATA

**G.2 CONTRACTING OFFICER'S REPRESENTATIVE DFAR 252.201-7000
(DEC 1991)**

G.5 CONTRACTOR REPRESENTATIVE DRMS 52.246-9R07 (DEC 1995) *PART 46 OF DRMS CLAUSES*

G.6 REMITTANCE ADDRESS DRMS 52.242-9R03 (DEC 1995) *PART 42 OF DRMS CLAUSES*

G.7 EPA IDENTIFICATION NUMBER DRMS 52.246-9R08 (DEC 1995) *PART 46 OF DRMS CLAUSES*

G.10 REPORTING REQUIREMENTS DRMS 52.211-9R16 (JAN 2000) *PART 11 OF DRMS CLAUSES*

**G.11 SUBMISSION OF DOCUMENTATION, ACCEPTANCE AND INVOICING
DRMS 52.232-9R01 (OCT 2001) *PART 32 OF DRMS CLAUSES***

H.0 SECTION H - SPECIAL CONTRACT REQUIREMENTS

**H.2 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES
FAR 52.222-42 (MAY 1989)**

H.3 DEPARTMENT OF LABOR WAGE DETERMINATION DRMS 52.222-9R01 (DEC 1995) *PART 22 OF DRMS CLAUSES*

Blank #1 1996-0223 R12 (Wage Determination Number)
Blank #2 09/23/02 (Date of Wage Determination Number)
Blank #3 III (Attachment Number of Wage Determination)

H.5 USE OF TSDFS AND TRANSPORTERS DRMS 52.244-9R01 (JAN 2000) *PART 44 OF DRMS CLAUSES*

**H.6 ADDITIONAL TSDFS AND TRANSPORTERS DRMS 52.244-9R02 (JAN 2000)
*PART 44 OF DRMS CLAUSES***

H.10 INCIDENTAL FEES DRMS 52.211-9R17 (JAN 2000) *PART 11 OF DRMS CLAUSES*

H.16 CONTAINERS DRMS 52.211-9R01 (OCT 1996) *PART 11 OF DRMS CLAUSES*

H.17 ANTICIPATED REGULATORY CHANGES DRMS 52.211-9R02 (JAN 2000) *PART 11 OF DRMS CLAUSES*

H.30 INDEMNIFICATION DRMS 52.211-9R13 (MAY 1998) *PART 11 OF DRMS CLAUSES*

I.0 SECTION I - CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE FAR REF. 52.252-2 (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.dla.mil/j-3/j-336/icps.htm>, <http://farsite.hill.af.mil/> or <http://www.arnet.gov/far/>.

REF. NO.	TITLE	FAR REF	DATE
I.1	<u>DEFINITIONS</u>	52.202-1	(DEC 2001)
I.3	<u>GRATUITIES</u>	52.203-3	(APR 1984)
I.4	<u>COVENANT AGAINST CONTINGENT FEES</u>	52.203-5	(APR 1984)
I.5	<u>RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT</u>	52.203-6	(JUL 1995)
I.6	<u>ANTI-KICKBACK PROCEDURES</u>	52.203-7	(JUL 1995)
I.8	<u>PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY</u>	52.203-10	(JAN 1997)
I.9	<u>LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS</u>	52.203-12	(JUN 1997)
I.11	<u>PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS</u>	DFAR 252.205-7000	(DEC 1991)
I.12	<u>PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT</u>	52.209-6	(JUL 1995)
I.14	<u>AUDIT AND RECORDS NEGOTIATION</u>	52.215-2	(JUN 1999)

I.15 <u>ORDER OF PRECEDENCE -- UNIFORM CONTRACT FORMAT</u>	52.215-8	(OCT 1997)
I.22 <u>FACILITIES CAPITAL COST OF MONEY</u>	52.215-16	(OCT 1997)
I.23 <u>WAIVER OF FACILITIES CAPITAL COST OF MONEY</u>	52.215-17	(OCT 1997)
I.27 <u>OPTION TO EXTEND SERVICES</u>	52.217-8	(NOV 1999)
I.28 <u>NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE</u>	52.219-6	(JUL 1996)
I.29 <u>UTILIZATION OF SMALL BUSINESS CONCERNS</u>	52.219-8	(OCT 2000)
I.30 <u>SMALL BUSINESS SUBCONTRACTING PLAN (ALTERNATE II)</u>	52.219-9	(JAN 2002)
I.32 <u>LIMITATIONS ON SUBCONTRACTING</u>	52.219-14	(DEC 1996)
I.33 <u>LIQUIDATED DAMAGES - SUBCONTRACTING PLAN</u>	52.219-16	(JAN 1999)
I.34 <u>SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-DISADVANTAGED STATUS AND REPORTING</u>	52.219-25	(OCT 1999)
I.36 <u>NOTICE TO THE GOVERNMENT OF LABOR DISPUTES</u>	52.222-1	(FEB 1997)
I.37 <u>CONVICT LABOR</u>	52.222-3	(AUG 1996)
I.38 <u>CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION</u>	52.222-4	(SEP 2000)
I.40 <u>EQUAL OPPORTUNITY</u>	52.222-26	(APR 2002)
I.41 <u>EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS</u>	52.222-35	(DEC 2001)

I.42	<u>EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, AND VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS</u>	52.222-37	(DEC 2001)
I.43	<u>AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES</u>	52.222-36	(JUN 1998)
I.44	<u>SERVICE CONTRACT ACT OF 1965, AS AMENDED</u>	52.222-41	(MAY 1989)
I.46	<u>FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)</u>	52.222-43	(MAY 1989)
I.50	<u>POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION</u>	52.223-5	(APR 1998)
I.51	<u>DRUG-FREE WORKPLACE</u>	52.223-6	(MAY 2001)
I.52	<u>UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES</u>	52.226-1	(JUN 2000)
I.54	<u>AUTHORIZATION AND CONSENT</u>	52.227-1	(JUL 1995)
I.55	<u>NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT</u>	52.227-2	(AUG 1996)
I.56	<u>FEDERAL, STATE & LOCAL TAXES</u>	52.229-3	(JAN 1991)
I.57	<u>TAXES-CONTRACTS PERFORMED IN U.S POSSESSIONS OR PUERTO RICO</u>	52.229-5	(APR 1984)
I.61	<u>SUPPLEMENTAL COST PRINCIPLES</u>	DFAR 252.231-7000	(DEC 1991)
I.62	<u>PAYMENTS</u>	52.232-1	(APR 1984)
I.64	<u>DISCOUNTS FOR PROMPT PAYMENT</u>	52.232-8	(FEB 2002)
I.65	<u>EXTRAS</u>	52.232-11	(APR 1984)
I.66	<u>INTEREST</u>	52.232-17	(JUN 1996)

I.67 <u>AVAILABILITY OF FUNDS</u>	52.232-18	(APR 1984)
I.68 <u>ASSIGNMENT OF CLAIMS</u>	52.232-23	(JAN 1986)
I.69 <u>DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION</u>	DRMS 52.233-9R02	(APR 2000)
I.70 <u>DISPUTES</u> <u>(ALTERNATE 1)</u>	52.233-1	(DEC 1998) (JUL 2002)
I.71 <u>PROTEST AFTER AWARD</u>	52.233-3	(AUG 1996)
I.72 <u>PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION</u>	52.237-2	(APR 1984)
I.74 <u>POSTAWARD CONFERENCE</u>	DFAR 252.242-7000	(DEC 1991)
I.75 <u>BANKRUPTCY</u>	52.242-13	(JUL 1995)
I.76 <u>CHANGES-FIXED PRICE</u> <u>(ALTERNATE 1)</u>	52.243-1	(AUG 1987) (APR 1984)
I.79 <u>GOVERNMENT-FURNISHED PROPERTY</u> <u>(SHORT-FORM)</u>	52.245-4	(APR 1984)
I.80 <u>WARRANTY OF SERVICES</u>	52.246-20	(MAY 2001)
I.81 <u>LIMITATION OF LIABILITY-SERVICES</u>	52.246-25	(FEB 1997)
I.83 <u>VALUE ENGINEERING</u>	52.248-1	(FEB 2000)
I.84 <u>TERMINATION FOR CONVENIENCE</u> <u>OF THE GOVERNMENT (FIXED PRICE)</u>	52.249-2	(SEP 1996)
I.86 <u>DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)</u>	52.249-8	(APR 1984)

I.100 ORDERING FAR 52.216-18 (OCT 1995)

Such orders may be issued from the date of award or 24 May 03, whichever is later through the end of an eighteen (18) month period.

I.101 ORDER LIMITATIONS FAR 52.216-19 (OCT 1995)

Minimum Order.

When the Government requires supplies or services covered by this contract in an amount of less than \$1,000 per call order, the Govt is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract. This minimum order requirement does not apply to the delivery order if it includes a special service CLIN (6000 series).

Maximum Order

The contractor is not obligated to honor--

Any order for a single item in excess of \$500,000.00 .

Any order for a combination of items in excess of \$500,000.00.

A series of orders from the same ordering office within twenty (20) calendar days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

The contractor shall honor any order exceeding the maximum order limitations unless that order (or orders) is returned to the ordering office within ten (10) calendar days after issuance.

I.102 OPTION TO EXTEND THE TERM OF THE CONTRACT FAR 52.217-9
(MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 14 calendar days provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) months.

I.103 INSURANCE-WORK ON A GOVERNMENT INSTALLATION FAR 52.228-5
(JAN 1997)

****NOTE:** Minimum amounts of insurance referenced in para. (a) above are as follows:

<u>TYPE</u>	<u>AMOUNT</u>
General Liability:	\$1,000,000 per occurrence
Automobile Liability: Comprehensive Form: Bodily Injury Liability	200,000 per person & 500,000 per occurrence

Property Damage

1,000,000 per occurrence

I.104 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR
FAR 52.232-19 (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2003. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2003.

I.111 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER
DEFENSE-CONTRACT-RELATED FELONIES **DFAR 252.203-7001**
(MAR 1999)

I.113 PROMPT PAYMENT **FAR 52.232-25 (FEB 2002)**

I.114 PRICING OF CONTRACT MODIFICATIONS **DFAR 252.243-7001 (DEC 1991)**

I.116 ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT
DLAD 52.249-9000 (MAY 1988)

Blank - \$500.00

I.117 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE
INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES
(INF) TREATY **DFAR 252.209-7000 (NOV 1995)**

I.118 INDEFINITE QUANTITY **FAR 52.216-22 (OCT 1995)**

Contractor shall not be required to make any deliveries under this contract after May 24, 2006.

I.119 DRUG-FREE WORK FORCE **DFAR 252.223-7004 (SEP 1988)**

I.120 TRANSPORTATION OF SUPPLIES BY SEA **DFAR 252.247-7023 (MAY 2002)**

I.121 REQUESTS FOR EQUITABLE ADJUSTMENT **DFAR 252.243-7002 (MAR 1998)**

Blank #1 _____ (Official's Name)

Blank #2 _____ (Title)

I.127 NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS
CONCERNS **FAR 52.219-4 (JAN 1999)**

I.131 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND
HAZARDOUS MATERIALS **DFAR 252.223-7006 (APR 1993)**

- I.134 AUTHORIZED DEVIATIONS IN CLAUSES FAR 52.252-6 (APR 1984)
- I.138 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
FAR 52.204-4 (AUG 2000)
- I.139 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED
BY THE GOVERNMENT OF A TERRORIST COUNTRY DFAR 252.209-
7004(MAR 1998)
- I.140 TOXIC CHEMICAL RELEASE REPORTING FAR 52.223-14 (OCT 2000)
- I.141 DLA MENTORING BUSINESS AGREEMENTS (MBA) PERFORMANCE
DLAD 52.219-9003 (DEC 1997)
- I.142 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR
ILLEGAL OR IMPROPER ACTIVITY FAR 52.203-8 (JAN 1997)
- I.143 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL
CONTRACTOR REGISTRATION FAR 52.232-33 (MAY 1999)

J.0 SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
DRMS 52.204-9R01 (JAN 2000) *PART 4 OF DRMS CLAUSES*

- (b) Standard Form (SF) 33, Solicitation, Offer, and Award Pages 1 through 44
- (c) Attachment I - [Manifest Tracking Log DRMS 1683](#) (dated Mar 2002)
- Attachment II - [Non-DRMS Hazardous Waste DRMS 1989](#) (dated Oct 2000)
- Attachment III - [DoL Wage Determination 96-0223](#) (Revision 12 dated SEP 2002)
- Attachment IV - [Waste Code CLIN Selection Criteria](#) (provided by 1102)
- Attachment V - [Certificate of Recycling](#) (dated Oct 2000)
- Attachment VI - [Hazardous Waste Profile Sheet \(DRMS 1930\)](#) (dated Aug 1997)
- Attachment VII - [Disclosure of Lobbying Activities](#) (dated Oct 2000)

K.0 SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

<u>CLAUSES INCORPORATED BY REFERENCE</u>	FAR REF.	DATE
	52.252-2	(FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.dla.mil/j-3/j-336/icps.htm>, <http://www.arnet.gov/far/> or <http://farsite.hill.af.mil/>

REF. NO.	TITLE	FAR REF.	DATE
K.1	<u>PROHIBITION OF SEGREGATED FACILITIES</u>	52.222-21	(FEB 1999)
K.3	<u>CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS</u>	52.203-11	(APR 1991)
K.5	<u>ANNUAL REPRESENTATIONS AND CERTIFICATIONS--NEGOTIATION</u> FAR 52.215-7 (OCT 1997)		
K.22	<u>AFFIRMATIVE ACTION COMPLIANCE</u> FAR 52.222-25 (APR 1984)		
K.23	<u>OFFERS FROM PARTNERSHIPS OR JOINT VENTURES</u> DRMS 52.215-9R01 (DEC 1995) <i>PART 15 OF DRMS CLAUSES</i>		
K.25	<u>PREVIOUS CONTRACTS AND COMPLIANCE REPORTS</u> FAR 52.222-22 (FEB 1999)		
K.28	<u>SMALL BUSINESS PROGRAM REPRESENTATIONS</u> FAR 52.219-1 (MAY 2001) – ALTERNATE I (OCT 2000) – ALTERNATE II (OCT 2000)		
K.29	<u>CERTIFICATE OF INDEPENDENT PRICE DETERMINATION</u> FAR 52.203-2 (APR 1985)		
K.35	<u>TAXPAYER IDENTIFICATION</u> FAR 52.204-3 (OCT 1998)		
K.36	<u>REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA</u> DFAR 252.247-7022 (AUG 1992)		
K.37	<u>CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS</u> FAR 52.209-5 (DEC 2001)		

K.43 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING FAR 52.223-13 (OCT 2000)

**K.44 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
FAR 52.204-6 (JUN 1999)**

**L.0 SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS
OFFERORS OR QUOTERS**

**SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FAR 52.252-1
(FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.dla.mil/j-3/j-336/icps.htm>, <http://farsite.hill.af.mil/> or <http://www.arnet.gov/far/>.

REF. NO.	TITLE	FAR REF.	DATE
L.2	<u>SITE VISIT</u>	52.237-1	(APR 1984)
L.3	<u>REQUIRED CENTRAL CONTRACTOR REGISTRATION</u>	DFARS 252.204-7004	(NOV 2001)

L.24 TYPE OF CONTRACT FAR 52.216-1 (APR 1984)

Firm Fixed Price Indefinite Delivery Indefinite Quantity (IDIQ)

**L.26 DLA MENTORING BUSINESS AGREEMENTS (MBA) PROGRAM
DLAD 52.219-9002 (DEC 1997)**

***NOTE: DRMS has an approved waiver for Javits-Wagner-O'Day (JWOD) requirements.**

L.27 MBA IMPLEMENTATION PLAN DRMS 52.219-9R01 (JUL 1996) *PART 19 OF DRMS CLAUSES*

L.28 ALTERNATE PROTEST PROCEDURES DRMS 52.233-9R01 (JAN 1997) *PART 33 OF DRMS CLAUSES*

DRMS-PHW (Office Symbol to send protest)

L.32 SERVICE OF PROTEST FAR 52.233-2 (AUG 1996)

L.33 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING
DFAR 252.204-7001 (AUG 1999)

L.34 SUPPLEMENTAL INSTRUCTIONS TO OFFERORS DRMS 52.215-9R02 (DEC 2000) ***PART 15 OF DRMS CLAUSES***

[Office Symbol] who addressed to DRMS-PHW
 [Room Number] 2C-1-1
 [Contracting Officer Name] G. Jeffrey Hisey
 [Contracting Officer Telephone Number] 269-961-7489
 [Fax Number] 269-961-4417

L.37 PREAWARD SURVEY DRMS 52.209-9R01 (DEC 1995) ***PART 9 OF DRMS CLAUSES***

L.39 DRMS ELECTRONIC PROPOSAL GUIDANCE DRMS 52.215-9R03 (MAY 2000)

L.45 AUTHORIZED DEVIATIONS IN PROVISIONS FAR 52.252-5 (APR 1984)

L.46 AGENCY PROTESTS DLAD 52.233-9000 (SEP 1999)

L.52 PROPOSAL SUBMISSION (Format and Content) (HAZARDOUS WASTE DISPOSAL SOLICITATIONS) DRMS 52.215-9R07 (DEC 2000) ***PART 15 OF DRMS CLAUSES EXCEPT NOTE THAT THE PRICING PORTION (BID SCHEDULE) MUST BE PREPARED USING THE EXCEL SPREADSHEET PROVIDED ON THE WWW.***

blank 1 – L.62 blank 2 – L.26
 (c)(3) L.62 blank 4 – L.26

L.53 PAST PERFORMANCE PROPOSAL DRMS 52.215-9R24 (FEB 2000) ***PART 15 OF DRMS CLAUSES***

[Past Performance Data on Attachment] II (PLEASE INCLUDE EMAIL ADDRESS WITH CONTACT INFORMATION)
 [Narrative information regarding conformance Attachment] II

L.58 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY DFAR 252.209-7001 (MAR 1998)

L.59 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT DFAR 252.209-7002 (SEP 1994)

L.60 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED

BY THE GOVERNMENT OF A TERRORIST COUNTRY FAR 252.209-7004
(MAR 1998)

L.63 IDENTIFICATION OF UNCOMPENSATED OVERTIME FAR 52.237-10
(OCT 1997)

L.64 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION
FAR 52.215-1 (MAY 2001) ALTERNATE I (OCT 1997)

M.0 SECTION M - EVALUATION FACTORS FOR AWARD

SOLICITATION PROVISIONS INCORPORATED
BY REFERENCE

FAR REF.	DATE
52.252-1	(FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contacting officer will make their text available.

REF. NO.	TITLE	FAR REF.	DATE
M.2	<u>EVALUATION OF OPTIONS</u>	52.217-5	(JUL 1990)

M.10 EVALUATION FACTORS FOR AWARD DRMS 52.215-9R15 (FEB 2000) *PART 15 OF DRMS CLAUSES*